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AN index of the contents of the thirty-sixth volume of THE WEEKLY UNDERWRITER, which closed with the issue of last Saturday, accompanies the present issue.

WE do not know how it would work, generally, but the experiment of the Providence Life underwriters in inviting to their dinner their wives and their "sisters and cousins and aunts," is one worth trying elsewhere. There could be no question, we should say, about the matter, except for the doubt as to whether there is among women that good fellowship which can enjoy a seat at table next an entire stranger, without the formality of an introduction and a knowledge of his personal and social qualities. We do not say that there is not that comradeship among women, but do say that such comradeship is a *sine qua non* at such a dinner. At Providence the innovation was enjoyed and we should like to see it tried elsewhere.

A WRITER in the *Popular Science Monthly* calls attention to the changes which have been going on in the direction of making life insurance policies incontestable. There is some foundation for the assertion that this feature of incontestability is gaining ground in the formation of the contract, but the change in the contract itself is not so important nor so marked as the change in practice. Ten years ago the twelve principal companies doing business in Massachusetts reported resisted claims amounting to eight hundred thousand dollars. This year the same companies report only one hundred and seventy-three thousand dollars. The fact that as in the Dwight case, and in a majority of contested claims, it costs the companies more to fight than it does to pay, has had the effect to greatly reduce the number of contested claims. Now-a-days it is only in cases of premeditated fraud—like the Dwight case—that companies refuse to pay. They must protect the interests of honest men, and so must resist fraud, even if it costs money, but they know that they must have a pretty clear case in order to justify such expense. The victory must be a moral as well as a legal one, or it will not be worth the contest.

ON Saturday last the governor of New York signed the bill repealing the law of 1880 which placed a franchise tax upon life insurance companies. New York is therefore once more in the advance regarding liberality towards her life insurance companies, or rather in dealing justly with the great interest they represent. The law which is now repealed has stood a dead letter on the statute book ever since its enactment, because the state authorities were advised that it was unconstitutional and void. It stood there, however, as a menace and it is well that it is removed. Its removal has given the companies fresh cause to be profoundly impressed with the lack of candor and fairness and common honesty of the daily papers of New York. They have accused the companies of all sorts of bribery and corruption in connection with it, for which there appears to have been not the slightest ground. The bill, they said, was bought through the assembly, although it passed that body by an overwhelming majority. The daily papers threatened every senator who should vote for it with political death, and the senate passed it by a three-fourths' majority. Then they confidentially predicted that the governor would veto it, although at the public hearing before him no one appeared as opposed to its becoming a law. The facts appear to be that there was no opposition to the passage of this law anywhere except in the offices of some of the New York dailies. The opposition there, and the arguments advanced, lead to a suspicion that the cry of "stop thief" was not altogether caused by a desire for purity and honesty in government. It ought to have made clear, also, if it has not, the fact that the world is not yet ripe for that underwriters' millennium when the daily press shall intelligently and honestly discuss insurance.

WE have read with much interest, not unmingled with feelings of contempt for and disgust with the author who wrote it and the editor who reserved it from the waste paper basket, an article on the life insurance contract in the July number of the *Popular Science Monthly*. The title of the article is "Lawsuit or Legacy," and is written to prove that if one leaves a life insurance policy behind him, whether it will prove a legacy or not depends largely upon the pleasure of the company. As might be suspected from the title the article is mainly directed against the warranty in the contract, and it strikes us that the argument is rather overdrawn. The warranty in an application for life insurance need not be a bugbear to any honest man if he would consider a moment what he is doing when he answers the questions, the truth of which he is required to warrant. He is—or he should be—endeavoring to give, frankly and fully, such information as will enable persons who have never seen him and are not likely ever to see him, to decide upon his eligibility to membership in a mutual insurance company. Other members have answered these questions honestly and fairly, Why should he palter with the truth? "But he does not know the truth," says the critic. Would it be difficult for him to say so, then? If he answers so far as he knows, and no further, he has not broken his warranty, which is that the answers to the questions are true answers, and that there has been no concealment of important facts. The great difficulty has always been that men have feared to tell just what they did know and no more. They have undertaken to interpret the questions and put meanings into them

which were not there. "Yes" and "no" imply knowledge, positive and unquestioned, and one has no right to use either of them in a matter upon which he has no knowledge or imperfect knowledge. Take the case which occupies the greater share of the attention of the writer of the article; that of Walter Dwight. This writer says: "Col. Dwight did not state that he had ever engaged in the liquor business." This is not ingenuous. Colonel Dwight said that he was not and had not been engaged in selling liquor, which was untrue. It was not what he omitted to say but what he did say that constituted the untruth and the breach of warranty. This writer cannot have read the history of the Dwight case or he would know that Dwight's application was a tissue of falsehood both in material and immaterial points. He lied unnecessarily, and it is a warning to all liars that the court of appeals finally decided the suit against his heirs upon one of the unnecessary lies.

THE decision rendered in the Cook county circuit court against certain directors of the Chicago Life insurance company merits more than passing attention. If it is sustained it means that directors who do not direct are responsible for their dereliction of duty. It is their business as directors to know something of the general conduct of the business. They are not, in the eye of the law the dummies and stool pigeons that they are too often in fact. In closing his opinion the judge says:

I do not wish it to be understood as holding that, for a single false annual statement, signed by the president and secretary and sent to the auditor and agents without their knowledge, the directors would necessarily be liable (they might be, under some circumstances); but that as to those directors who continued in office for a number of successive years during which such false statements were annually made, they would be guilty of such persistent, continuous negligence in the discharge of their duties as to make them liable for what is termed *crassa negligentia*, or gross negligence, constituting a negative breach of duty, as agents and trustees of the corporation.

CONSIDERING all that has been said by the New York *Times* and the *Evening Post* about the life insurance tax bill, the following paragraphs, telling their readers that the governor had signed the bill, appear rather tame and weak. The *Times* says:

The promising intimations given by the governor on the hearing upon the bill to remit to the life insurance companies $1,000,000 of unpaid taxes that he did not approve of that measure have been belied by his actions. There seems to have been a pressure somewhere that he could not resist, and the taxpayers will have to stand the cost.

These promising intimations were a remark by his excellency to the effect that as no one appeared to oppose the bill before him he would represent the opposition himself in the hearing, and he proceeded to ask questions of its advocates which appear to have been answered satisfactorily. The *Evening Post* says:

Governor Hill has signed the bill giving the taxes back to the insurance companies, but without giving reasons, and his silence we think was, on the whole, judicious. The bill is one of those things which may possibly be justifiable, but which would take enormous talent and endless pains to justify.

One would think that a bill which passed both houses of the legislature, after full discussion, which was favored by the insurance superintendent and was opposed by no one except a few New York editors, would need no argument for its favorable consideration by the governor. It would have taken more talent and pains to have found reasons for refusing to approve. But some New York editors cannot help growling. They were built so.

The Cost of Life Insurance.

THE controversy between Mr. Wells and "Anonymous," over the new Massachusetts rule for the valuation of life insurance assets seems to have become narrowed to two points; first the cost of life insurance under a three per cent. valuation as contrasted with the cost under a four per cent. valuation; and, second, the construction of the words "average annual income thereof." In the article which we publish in this issue, "Anonymous" undertakes to demolish Mr. Wells and THE WEEKLY UNDERWRITER by what he calls, and what we believe he really thinks is, an unanswerable argument on the subject of cost in life insurance.

It seems to us that if our anonymous antagonist would drop Wright's valuation tables, forget his net premiums for a minute, and descend to plain English and *think* in that language, he would be ready to admit that our assertion cannot be otherwise than true, that the assumed rate of interest does not increase or decrease the cost of life insurance. If we are wrong let us make haste to repeal the law of New York which in lowering the assumed rate from four and a half to four per cent. must have greatly increased the cost of life insurance. Let us go still farther in this beneficient work of reducing the cost of life insurance and assume six per cent. If assumptions will change the cost of life insurance why should we stop even there? No, anonymous friend, there are but two things that enter into the cost of life insurance, the death losses and the expenses. Your mathematics may make a surplus out of a deficiency or a deficiency from a surplus, but they cannot change the final resulting cost of life insurance, and your figures from Wright's tables are—we say it genially but pugnaciously—entirely beside the question. They are not a conclusive showing nor any showing at all of the point at issue.

As to the second point, that of the construction of the words we have quoted, we should say that Mr. Wells was right and his anonymous critic utterly wrong. Unless we misapprehend the meaning of the statute it is that "the real estate, the bonds and stocks shall be taken at such a value that the average annual income thereof shall be not less than four per cent." That is the language of the statute, and we take it that it means what it says. The average income from the real estate of the Connecticut Mutual is more than four per cent., (4.27 taking the figures of Anonymous). It might be made four and a half easily if the Connecticut Mutual had charged its own rent as some companies do. It might be made six per cent. if the company had also credited its profits from real estate sales to real estate income.

We digress here, to call the attention of Anonymous to one or two points in this matter of real estate. Does he not put a rather curious interpretation upon the Massachusetts rule when he deducts expenses from income in order to make his point? Is that to be a part of the new rule, and is it to apply to all assets or only to real estate, and only to real estate when the process will bring a result which is unfavorable to the company? Again, why go to the New York report for real estate values? Was it done inadvertently or done because the Massachusetts report would have made the showing better for the company? And in this connection we may say that in the application of the new Massachusetts rule to the real estate of the Connecticut Mutual, that real estate will not only, as Mr. Wells says, "suffer no undervaluation," but the Massachusetts commissioner will

have to add, next year, about a million dollars to his present valuation of it. That will be the effect of the new rule upon the company's real estate, and we think that Anonymous knows it.

We are glad that Anonymous is not controversial, and that he only desires to get at the truth, and that he will hereafter confine his interest in the discussion to the one question of increased cost of a three per cent. standard and its effect upon level premium life insurance. Relieved from side issues, and uncomplicated with real estate values and personal applications, we do not doubt that Mr. Wells will soon be able to convince Anonymous that the assumption of three per cent. interest does not increase the cost of life insurance. As to the effect of such a standard upon level premium life insurance, if, upon a more careful examination of the statistics, Anonymous does not recant his heresies, we shall be glad to undertake his conversion to our own belief, which is that such a standard would have no disastrous effect upon level premium life insurance

Facts and Opinions.

THE report was current in New York yesterday, that the directors of the Fire Insurance Association of London, have ended their perplexity about filling the vacant office of general manager of the company, by appointing Mr. David Lawrie. This gentleman has recently made the acquaintance of American underwriters and familiarized himself with American underwriting methods, as the envoy here of the Alliance of London, coming at the request of that company to look over the business prospects in the United States. His sudden recall three weeks ago was taken as an indication that the Alliance had decided to stay away for the present. Mr. Lawrie's connection with fire underwriting, as the Edinburgh representative of the Alliance, has given him an important standing in the British insurance world, and the Fire Insurance Association doubtless considers itself unusually lucky, if it has succeeded in securing him as manager.

THE *Spectator* as the most enterprising of the assessment organs serves its patrons well by producing for them in compact form a hand-book of statistics, laws, decisions, methods and plans relating to their peculiar system of business. There is a directory of 450 co-operative concerns with such returns of their condition and business as are available. There is evidence in the hand-book of much labor and industry in the collection of current co-operative statistics and information, and for persons interested in them the work certainly has no rival or counterpart. To increase its bulk it is padded with many pages of "miscellaneous statistics," which the editor claims to have compiled. The "compilation" consisted in clipping boldly with a pair of shears entire pages of *The World Almanac* and similar annuals, and reproducing them without change or credit. But as to loot is an instinct in the *Spectator*, omniverousness in the matter of prey is to be expected. Its lootings in the hand-book constitute the most valuable features of that handsome volume.

SEVERAL great fires during the past week have severely handled the insurance companies and conclusively settled the question of profit for the first six months of 1887. The pork "holocaust" in the Chicago stock yards on Sunday cost the owners over a million and the insurance involved is $807,750. A sweeping fire destroyed the small city of Marshfield, Wis., on Monday, leaving but one house unscathed. The estimates of loss range from $1,250,000 to $3,000,000, the insurance loss being about $300,000. A tobacco warehouse fire at Louisville, Ky., adds $600,000 to the week's losses, the insurance being heavy. A fire at Hurley, Wis., on Tuesday, which reduced five blocks of buildings to ashes, is reported to have caused a damage of $700,000. This may be an overestimate.

THE Cutter project of a chain of mutual or so-called "prudential" fire insurance companies, is not getting along very successfully at the St. Louis end, according to the *Examiner* of that city, which says:

> That ninety-nine out of every hundred St. Louis policy-holders believe that the "Board of Fire Underwriters" represent all that is solid and genuine in the way of insurance reform, is evidenced by the fact that during the past three years as many unsuccessful attempts have been made to raise the paltry sum of $200,000 to capitalize a company upon some other than board model. In a wealthy city so full of public spirit that nearly a $100,000 were poured in the lap of the G. A R. in a single day, we see month after month drag along—in spite of the hard work of hired stock solicitors—without any visible signs of the "Prudential" ever materializing. This, too, in the home of one of the chief apostles of the amateur movement. Even if the last dollar of the stock should be finally subscribed, the significance of the fact that it was like pulling teeth to get it, is unmistakable. Could the business of St. Louis say in plainer words "we see no necessity of or promise of better things in the "Prudential scheme."

AN Atlanta fire insurance company with a capital of one million dollars, is the reported project of a Mr. C. C. Emery, now of New Orleans, but formely of Atlanta. The *Constitution* published in the latter city, says that Mr. Emery will apply to the Georgia legislature at its next session, for a charter, and that it is proposed to establish agencies of the company throughout the South; "the experience of other companies, northern and foreign, being satisfactory evidence to the projectors that it can be profitably done." In the meanwhile the new Austell Fire insurance company, chartered for Atlanta by the last legislature, is unable to materialize.

> WILL THE WEEKLY UNDERWRITER kindly inform us when John Pintard, the first New York underwriter, was born? It seems important that a complete record of this gentleman should be kept.—*The Insurance Record.*

Our contemporary in perusing the entertaining sketch of old John Pintard published in our issue of May 28, last, should not have lightly regarded the opening sentence which read thus: "On the 18th of this month in the year 1758, there was born to John Pintard, a sea-faring man of New York, and his wife, Mary Cannon, a son who was duly christened John."

THE following pledge has been adopted by the Baltimore Life Underwriters Association, for all its members to take and stick to:

> We, the undersigned, hereby agree that we will not, directly or indirectly, through solicitors employed by us or otherwise, suggest or allow any discount or rebate from the regular printed table rates of our companies, to applicants for life insurance within the state of Maryland. We further agree to dismiss from our service and refuse employment to any solicitor who shall violate the condition of this agreement after July, 1887.

THE *Accident News* has a way of printing puffs of the United States Mutual Accident Association and crediting them to *The Underwriter*. There are several papers partially bearing that title but we suspect that the accident man is not unwilling to have it inferred that this journal has been lauding his co-operative. The lie inferential is as wicked as any other lie and if the editor does not mean it, let him give discredit where it is due.

THE time for the presentation of claims against the Charter Oak Life Insurance Company, under the order of Judge Pardee, of Hartford, of October 1, 1886, would have expired July 1, but counsel for the company asked for an extension till November 1, and the court granted it. This was done to fully protect the policy-holders.

THE "Insurance Associates of San Francisco" is a new organization with $200,000 capital which proposes to do a general insurance business and act as agent for eastern and Foreign companies on the Pacific coast.

THE *Coast Review* has published in convenient form a chart showing the business and condition of all insurance companies operating in California, the fire insurance figures covering a period of five years.

Original Contributions.

Early New York Fire Underwriters.

WILLIAM HENDERSON AND THE SALAMANDER SOCIETY

In 1814, John Jacob Astor and a number of other prominent merchants of New York established the Globe Fire insurance company. William Henderson was made president and John Eastmond secretary. The capital was one million dollars, a sum, which, it may well be imagined, gave the company immediately such prestige that it ranked as one of the first financial institutions of the land. Corporations with a million dollars capital were rather unusual those days—there was no such insurance company in all America —and its officers were, unquestionably, very distinguished men.

But as we have noted on a previous occasion, historical records are very erratic, indeed. One man is picked up, put into a book and a careful review of all his virtues may be found for the asking in any of the great libraries. His brother, on the other hand, may have been his peer in all things, may have been equally honored and respected by his fellows and yet after our colleagues, the *other* worms of the dust have got through with him we cannot even find his gravestone. Now of William Henderson we know this: that he was entrusted with the management of the affairs of the great Globe company from the time of its incorporation until about 1821—a period of seven years. We also know that the meetings of the first board of underwriters, the Salamander Society, were held at the Globe office, 55 Wall Street, and that Mr. Henderson took an active part in its deliberations. Mr. Oakley, president of the Howard insurance company, was good enough to put in accessible form the records of the Salamander Society in a series of articles in the *Insurance Times* of 1869 and 1870 and apropos of William Henderson, his work and his times, it may be of interest to give a short review of the old first board. It was organized in 1819 by the presidents and secretaries of the eight fire offices of New York, viz.: the Mutual, Globe, Eagle, Franklin, Fulton, Merchants, Mechanics and Washington. Officers were elected to preside at each meeting (they met four times a year) and their agreements were bound only by personal promises—without fines. The first resolution recorded is an agreement proposed by Mr. Henderson, "that buildings of brick or stone, covered with slate, tile or metal, and having solid iron doors and window shutters in the rear and no building in front within one hundred feet be regarded as *first-class*." He was also father to one or two other propositions of a practical nature proposed at that meeting. Other gentlemen of the society brought in resolutions concerning adherence to rates. The president of the Globe, however, is nowhere on record as having proposed anything involving a moral promise, from which we assume that he placed less upon assertions of virtuous intent than he did upon the actions of men. The president of a million dollar corporation in 1819 must have been a level-headed man, anyway.

At the second meeting of 1819, John Pintard proposed and William Henderson seconded the motion that a committee of five be appointed to revise rates and prepare them for publication among the companies. Buildings were then divided into some half a dozen or more classes, with rates ranging from about twenty-five cents to one dollar, according to the class. The Salamander committee prepared a long alphabetical table of hazards in which the rate to be charged in addition to the building rate was affixed in each instance. The cheapest hazards aside from household furniture were, among others, chair makers, confectioners, flax, grocers, stocks of musical instruments, oil, saltpetre, tavern-keepers, turpentine and—hardly "so forth," but rather, "many others." These paid twelve and a half cents in addition to the building rate. Twenty-five cents additional was paid by apothecaries, cabinet-makers, carpenters, dyers, houses building or repairing, soap makers, tallow makers, and others. Bakers and book-binders paid thirty-seven and a half cents additional. Special ratings for buildings and contents were placed on bark mills, seventy-five cents; corn and grist mills, without kiln, eighty-seven and a half cents, with kiln, $1.25; paper mills, $1.50; same without stove, $1.25. Snuff and woolen mills were both worth $1.50. These special rates, however (*i. e.*, from bark mills to woolen mills), were not binding; they were only propositions for the guidance of companies. Farmers' dwellings rated at fifty cents for buildings and contents; stables, seventy-five cents; live stock therein, fifty cents; but not answerable for damage in natural heating.

In 1823 the Salamanders elected Samuel Jackson, successor of William Henderson in the Globe office, as permanent president. In 1826 they called a meeting of all the companies in New York (the number of which had increased to twenty-seven) at the Globe office. The meeting was presided over by Henry Rankin, the third president of the Globe. It seems that the underwriters were very enthusiastic,—indeed, it appears as though they were in very nearly the same humor as that in which their successors found themselves in October, 1886. They agreed with great unanimity to some seventeen different resolutions, which included nearly all the virtues known to fire insurance to this day, and after they had done all this, the records of the Salamander Society suddenly ceased. It is worthy of record, however, that at that time "The New York Board of Fire Insurance Companies" was organized and that this association remained in active operation until the great fire of 1835.

It is peculiar how effectually a catastrophe like the fire of 1835 can eradicate all traces of so prominent a concern as the Globe. Its capital and assets as well as its office were swept away, and probably with them all its records; but that its active officers who were such powerful factors in the doings of underwriters, should be entirely lost track of, is peculiar. That William Henderson was a well known man is patent; Dr. Francis refers to him once or twice as approving certain schemes for the common welfare, and seems to lay great weight upon the fact that the propositions should have met with such eminent approval as that

of Mr. Henderson. But what kind of a man, personally, he was—whether he was grave or gay, tall or short, hearty or sedate—these things seem past finding out. He stood for seven years at the helm of one of the greatest corporations of the beginning of the century, and he did his duty well. He lived on Broadway (so an old directory says), but then everybody lived on Broadway. The register of deaths of the city of New York, has no less than a dozen William Hendersons in it who died at about the time it is to be presumed that this one's days were ended, but they were all eithr "colored" or children under five years of age that died of measles, chicken-pox and the like. In short, no matter with what agony of desire one approaches the shrine of his memory, and no matter how great a pile of yellow pages is offered up with the petition for him to "materialize," the only answer he seems willing to give is a little shake of his bones and the record of the Globe, duly blotted out by the great fire of 1835. A. ELLWOOD HENDRICK.

Insurance Legislation.

Michigan.

During the recent session eight bills relating to insurance were passed by the legislature, only two being of importance. One was the Cross bill to regulate the assessment business, the other the Cole bill to prohibit compacts of fire underwriters to maintain rates. Both bills have received the executive approval. The Cole bill was amended by the house, so that its provisions shall not apply to companies from outside the state until January 1, 1888, and in that form the bill went to the governor. The original text was printed in our issue of March 5.

Official Reports.

Life Insurance Business in Iowa in 1886.

COMPANIES.	Policies Issued.		Premiums Received.
	No.	Amount.	
Ætna, Hartford	71	$88,365	$34,769
Connecticut General, Hartford	4	7,000	7,031
Connecticut Mutual, Hartford	83	195,914	75,158
Continental, Hartford	20	51,661	5,968
Equitable, New York	131	388,724	104,138
Equitable, Des Moines	125	201,958	55.773
Germania, New York	3	4,000	1,773
Home, New York	19	31,226	9,051
Manhattan, New York	5	17,450	679
Michigan Mutual, Detroit	85	141,500	2,315
Mutual Life, New York	391	847,540	134,448
Mutual Benefit, Newark	149	286,981	59,364
New York Life	596	1,178,795	151,243
Northwestern Mutual, Milwaukee	774	1 429,904	135,607
Penn Mutual, Philadelphia	66	135,000	8,796
Phœnix Mutual, Hartford	5	4,989	4,749
Provident Savings Life, New York	104	426,000	12,872
Travelers, Hartford	58	131,121	7,094
Union Central, Cincinnati	29	39,230	4,957
Union Mutual, Portland	16	21,230	3,651
United States, New York	92	150,000	9,697
Washington, New York	117	207,916	32,986
Totals	2,952	$5,986,598	$862,118

The above has been compiled from a table printed in the Chicago *Investigator* of last Saturday.

Life and Accident Insurance Business in Texas in 1886.

The following is a revised statement of the life and accident insurance business in Texas in 1886, the former statement sent by our Austin correspondent having contained some errors in the columns representing policies in force, December 31, 1886.

COMPANIES.	Policies Issued.		Policies in Force Dec. 31, 1886.		Premiums.	Losses.
	No.	Amount.	No.	Amount.		
Equitable	1,753	$6,355,555	2,987	$10,767,150	$314,836	$72,888
Germania	12	37,624	423	699,433	17,416	11,675
Manhattan	236	774,630	607	1,956,856	58,890	41,009
Mutual	894	2,958,250	1,879	6,417,763	203.892	44,981
New York	738	2,869,875	1,640	5,927,750	205,629	68,201
Travelers { Life	65	159,000	96	200,090	5,230	4,840
Travelers { Accident	1,474	3,640,600	1,238	3.058,100	40,523	16,356
Union Mutual	85	314,027	55	175,555	5,918	.....
Totals	5,257	$17,109,561	8,925	$29,202,657	$852,363	$259,949

Personals.

AGENCY APPOINTMENTS.

Detroit Fire and Marine: Charles L. Case, St Louis, Mo., succeeding H. A. Nesbit & Co.

Manhattan Life: G. W. Riggs, state agent for Iowa, with headquarters at Des Moines.

Merchants of Newark: Coolidge & Lockwood, Norwalk, Conn., succeeding Benjamin J. Sturges.

National Life of Montpelier Vt.: William Ambridge, general agent at Chicago, Ill.

New York Life: Holder N. Poulson, special agent with headquarters at Baltimore, Md.

Union Central Life: Charles H. Stewart, of Los Angeles, Cal., manager for the Pacific coast.

Union Mutual Life: A. G. Fowler, manager for eastern Massachusetts.

Hon. John F. Smyth, superintendent of the insurance department of the state of New York from 1877 to 1880, died at Albany on Thursday night, from the effects of Bright's disease and dropsy. He had been ill for more than a year and confined to his home several months. Mr. Smyth was a native of Scotland, where he was born in 1825, and came to this country in 1850, settling in Onelda county. There he became intimately acquainted with Roscoe Conkling, who introduced him into politics and made him one of his most trusted party lieutenants. Mr. Smyth's remarkable talent as a political managor earned him a very conspicuous position in the partisan politics of New York, and he was not only the master of the local organization of his party in Albany, whither he removed in 1872, but also the chairman of the state committee during the celebrated Folger campaign. He received his reward for party services in various lucrative offices, being successively United States collector of internal revenue, postmaster of Albany, superintendent of insurance, etc. It was during his administration of the latter office that Mr. Smyth was subjected to the severe adverse criticism of the press, which culminated in his trial for malfeasance in office by the state senate. His political influence was strong enough in that body, however, to secure his acquittal. Among underwriters Mr. Smyth's official career was generally regarded as scandalous. He went into the brokerage business in Albany but failed in 1884. With the decline of his health his political influence also declined and the control of the Albany local machine was easily wrested from him a few years ago. Personally Mr. Smyth was a man of popular manners, and his friends, who were too numerous to be bounded by party lines, were much attached to him.

Gen. T. H. Montgomery, president of the American Fire of Philadelphia, accompanied by Mrs. Montgomery, will sail for Europe next Wednesday, for a two months' sojourn. The British branch office of the American Fire, now established in London, will, of course, be visited.

Messrs. W. D. Sherrerd & Co. of Philadelphia, who have represented the Hartford Fire insurance company in that city for thirty-seven years, have been succeeded as agents of that company by Creth & Sullivan.

Mr. John J. Martin, for many years the head of the agency department in the New York office of the Liverpool and London and Globe, will hereafter be known as "Agency Superintendent."

President Bowker, of the North American of Boston, went abroad in one Thursday's steamers for six weeks.

Mr. Ernest Pragst, president of the Peoples (Fire) of New Orleans, died June 22, aged fifty-four years.

Insurance in the Courts.

One of the counsel for the New York Life has written to a daily paper correcting the telegraphic statement of the action of Judge Bartlett of the New York supreme court, in the trial of the suit of Raub *vs.* the New York Life at Middletown, N. Y., last week and explaining the facts in the case. Mr. Hornblower says:

You were misled by the telegrphic report of the case from Middletown. You state: "The policy-holder had given his note for the first premium, and before the policy was delivered had died. The company, which was the New York Life, contended that the premium had not been paid and that the agent had exceeded his authority in taking the note. Judge Bartlett's decision was in favor of the company." As a matter of fact, not only had no money ever been received for the first premium from the insured either by the company or by its agent, although five months had elapsed from the date of the policy before the death of the insured, but as a matter of fact no note was ever given by the insured to the agent or the company. It is true that a claim was made by the plaintiff upon the trial of the case, and some very loose evidence was introduced for the purpose of showing that a note had been given to the agent, but no one was produced who had ever seen the note or knew its contents or knew the circumstances under which it was given, nor was it pretended that if such a note had been given, it had ever been paid. The company's agent testified positively that no note was ever received by him or agreed to be received by him; that he tendered the policy to the insured, who refused to accept it, saying that he had changed his mind, and refused to pay the premium, and that the policy was subsequently returned by the agent to the company and cancelled. The plain truth is that this was a bold case of an attempt by the estate of the deceased to get something for nothing. No suit was brought upon the policy and no claim was made until more than two years after the man had died. It is true that Jude Bartlett, in directing a verdict for the defendant, indicated his opinion that even if a note had been given it would not have operated as a waiver of the payment of premium unless expressly accepted as such, but he further held that there was not sufficient evidence to go to the jury that any note had ever been given or accepted by the company. You justly say, in your editorial article above referred to, that the decision "is doubtless sound in law and in strict equity." I feel sure that when your attention is called to the facts of the case, you will agree that your conclusion that "it is unfortunate that the companies cannot be held to stricter accountability for the acts of their agents" is hardly justified as applied to the facts of this case. The company in this case is not endeavoring to escape from accountability for the acts of its agents, but to escape payment of an utterly unjust and inequitable claim.

The question of the responsibility of directors of life insurance corporations for the acts of their officers, has again been passed upon by a court: in the present instance by Judge Tuley of the Cook county (Chicago) circuit court in the suit of the receiver of the Chicago Life insurance company, against certain of the directors, to throw upon them the responsibility for shortness of assets. The company began business in 1867, and was declared insolvent and the courts appointed a receiver for it in 1877. We find in the New York *Commercial Bulletin* the following summary of Judge Tuley's decision:

The situation alleged, and practically admitted, is this: That the subscribers to stock paid in only ten per cent., and for the remaining ninety per cent gave demand notes, some of which were secured by interest-bearing collaterals, the stockholders collecting and retaining this interest; that the company was insolvent continuously from 1871 down to the appointment of a receiver in 1877, yet that the directors declared and paid for the four years 1872-6, ten per cent. a year to the stockholders, none of whom had paid in more than ten per cent.; that the by-laws contain proper provisions against frauds and checks upon officials, among them being a requirement for a report upon the financial condition, to be made by the treasurer to the directors at each regular meeting, and for an examining committee to investigate and report annually; that, notwithstanding this, no such examination or report was ever made; that the annual statements made to the state auditor, based upon similar statements made at the stockholders' annual meetings, were in many respects fictitious and grossly false; and that such false statements, duly published as required by law, were among the means by which a large number of the policy-holders were induced to become such.

Judge Tuley says in reply to the defendants' claim that they were not required to call in the demand notes, and that no loss on any of such notes appears to have been insured by their not having been called in, that this claim standing alone, might be insufficient to fix any liability, but under the circumstances, as stated above, does show a neglect of duty.

In reply to the plea that while payment of dividends in a condition of insolvency is clearly a breach of duty, the directors are not liable because it is not alleged that they knew the company was insolvent. The judge said ignorance in this case was no excuse; it was their business to know the financial condition of the company. To avoid liability they must show, which they do not, that they were deceived. As to false statements, the judge did not wish to be understood as saying that the directors of a corporation were without exception liable for a single false statement prepared by a secretary, but in this case grossly false statements were made and sent out year after year, and it was gross negligence if they, the directors, did not discover that they were being so sent and circulated, and that they were false and fictitious.

As to whether the directors are responsible for the acts of the officials who made the false statements, Judge Tuley states that it is true as a general principle that directors are not liable for the wrongful acts of other officers or agents of the corporation, committed while not acting under their orders or direction. They are not guarantors of the integrity or good conduct of their officials, but they may become liable by reason of their own breach of duty. It is the duty of directors to supervise the actions of each other and of the other officials of the corporation, and if through gross neglect of their duties the corporate funds are wasted or misapplied, or frauds are perpetrated upon other persons which could not have happened had the directors performed their duties by giving that attention to the business affairs of the corporation required of them by law—to wit, such attention as an ordinarily prudent and cautious man would give to his own business affairs, then, in such case, the delinquent directors will be liable to the corporation and to those who may be injured by reason thereof.

Miscellany.

The New York Tariff Association—A New Basis of Operations Proposed.

At a meeting of the fire insurance companies doing business in New York, held under the auspices of the Tariff Association on Tuesday, the replies of companies to the circular issued by the Tariff Committee and printed in THE WEEKLY UNDERWRITER of last Saturday, were read, from which it appeared that all but a few of the companies had answered and that the answers were satisfactory. In view of this fact it was decided to entrust the Tariff Committee with the task of formulating a new and plain agreement based on a few simple propositions: all other plans and schemes which have been under consideration since the dissolution of the Metropolitan Compact, being suspended. At a meeting held on Thursday, the Committee reported the following points upon which it was proposed to continue the Tariff Association:

(1) An agreement to adhere to the rates and rules which have been promulgated by the blue slips.

(2) An agreement to adhere to the white slip rates and rules issued by the association under circulars No. 1 to 19,

series No. 6, inclusive, as promulgated on and since April 7, 1887.

(3) An agreement to pay or allow not to exceed ten per cent. brokerage on rated risks, whether coming from a broker or from a branch office or agency.

(4) An agreement that rated risks in New York city be written only at the head office of the company, or if it be a company of another city, state or country, at the chief agency.

(5) An agreement that rated risks shall not be written for a longer term than one year, except at the pro rata of the annual rate.

(6) An agreement not to pay or allow any rebate to the assured on rated risks.

(7) An agreement to give to members of the association the first choice of business which members may control.

(8) An agreement to abide by the rates and rules of the association, till such time as the president or secretary has been served with written notice of withdrawal.

The representatives of about 120 companies present at the meeting signified their agreement with the foregoing plan, and the committee has now undertaken to obtain the adherence of the remaining companies doing business in the Metropolitan District or of the majority of them.

The Cost of Life Insurance—Continuation of the Controversy Over the New Massachusetts Rule for the Valuation of Life Assets.

The controversial antagonist of Actuary Wells of the Connecticut Mutual Life, in the columns of the Boston *Commercial Bulletin*, contributes a response to Mr. Wells' last article on the valuation of life assets by the new Massachusetts rule, in which he pays his respects anew to that gentleman and to THE WEEKLY UNDERWRITER. Editorial comment will be found elsewhere in this issue.

To the Editor of the Commercial Bulletin :

As long as I did not affix my signature to my previous criticism I cannot ask for space to reply with equal right with Mr. Wells, but as the vital assertion of my argument has been attacked it would, perhaps, be of general interest for me to submit proof and also to point out some glaringly open or broken joints in Mr. Wells' argumentative harness. I will deal with these minor, though by no means unimportant, points first. And at the outset let me equal Mr. Wells in frankness by acknowledging an error of statement in saying that the new rule cannot value four per cent. bonds at more nor less than 100. I should have said, "bonds having a market value equal to par," and perhaps carelessly took that supposition for granted.

In acknowledging an error on his part, however, in speaking of "valuing government bonds bearing three per cent. interest at seventy-five per cent. of their par value," Mr. Wells is obliged to strip his argument of all that somewhat lengthy portion which was built upon this false foundation of sinking sand.

A WORD ON MINOR POINTS.

But there is a point in this connection in which, as I maintain, Mr. Wells still errs. He insinuates that idle cash or unproductive real estate are allowed to be placed in reserve assets at market value. There is no warrant for this view. The rule says that no item can be appraised at a higher than market value, but it also says that if any asset is producing less than an average of four per cent. it shall not be rated above its productive value as a reserve investment. I leave to the officials who must construe the law the assignment of the place these items shall occupy among the property of a company, but the law certainly does not say that idle or slothful funds are worth more than those active and employed.

And now follows a very remarkable statement by Mr. Wells—the more so that he is an actuary by profession, viz : "It, however, hardly adds to our respect for the law that the valuation it places upon the bonds held by a company depends not upon their intrinsic value, but upon the time they have to run."

Is it possible Mr. Wells overlooks the fact that this exigency comes from the inherent, essential theory which is the basis of the whole scheme of level premium insurance, and that the fault (if that be the name for it) which he complains of is in the scheme itself and not in the assets which have been treated in disregard of the theory of the scheme? It is not the fault of the assets that they are a misfit, but of the mistaken or unskilful adoption ; the company is not restricted or compelled to that kind of property ; let it fit its assets to the theory and not attempt the impossibility of fitting the man to the garment.

Mr. Wells quotes insistingly from his former letter : "The effect of the law will be *not* to require Life companies to provide against the contingency of a deceased interest rate, but simply to force into liquidation any company which shall have failed to make such provision, should the contingency occur."

Well what of it? Does Mr. Wells advocate a new theory of law making? Laws ordinarily prescribe the penalty and leave possible offenders to beware of the consequences. No law but the ten commandments says "thou shalt not kill," but the laws of the land provide penalties for killing. The law of the land does not require a man not to commit murder, but "it forces him into liquidation," so to speak, if he does. As I view it this objection to the rule is entirely ill-founded save upon the ground that the general theory of law making is wrong. So far as forcing a company into liquidation is concerned there is really little to be feared on that score for it will make slight difference to a life insurance company on the downward track whether it stops from compulsion of law or dies from inanition as it apparently will when the premium rates are forced beyond the common reach by the operation of a bona fide three per cent. basis. I am not trying to look over the brink into the pit, but to keep safe back from it.

THE PIVOTAL POINT.

And now I come to the vital objection to a three per cent. standard, in that it will raise the cost of life insurance from ten to fifteen per cent. and level premium insurance cannot afford any increase in cost whatever. On this point Mr. Wells says that "as a matter of fact most companies would need to increase but slightly if at all, either the premiums or the assets in hand." The genial but pugnacious editor of THE WEEKLY UNDERWRITER also joins issue with my assertion by a counter assertion. To these two and some others who have raised this point I will endeavor to submit proof and do so only with the desire of getting at the truth.

From that acknowledged authority "Wright's Valuation Tables" of the net cost of insurance based on mortality and interest, I compile the following unanswerable argument on this point, as it seems to me, taking the ages from twenty to forty as a fair basis and ten years as the average life of a policy :

Age.	Reserve.	Premium.	1st Year Reserve.	10th Year Reserve.
20	3 per cent.	14 74	7 95	89 63
	4 "	12 95	6 22	72 53
30	3 per cent.	19 06	11 32	126 77
	4 "	16 97	9 31	107 91
40	3 per cent.	26 05	16 61	182 28
	4 "	23 68	14 41	162 97

The per cent. of increased cost of a life policy on a three per cent. standard of reserve over a four per cent. standard is thus shown to be :

PER CENT. OF INCREASED COST.

Age.	Premium.	1st Year Reserve.	10th Year Reserve.
20	14	28	23
30	12	21	18
40	10	15	12

Is this not a conclusive showing? No matter what the premium may be at present time, or whether any change is made where the reserve is computed at three per cent instead of four, the cost must be greater to the company and therefore in the end to the individual. There is no use blinding ones self on this point. It is simply a mathematical demonstration. Premiums may remain the same, but dividends must be lessened. The excess must come out of the policyholder and stay out and of course in time this fact would become known. I have a right to ask that this argument if controverted at all be met in kind and not with assertions.

As to the late Commissioner Tarbox's statements I am not

especially solicitous. He held himself open to conviction more than some men, and certainly was a firm believer in the rule which he proposed, whatever may have been his opinions a year before. If it were essential I could quote from his remarks to show that he was not as inconsistent as would appear.

AS REGARDS THE CONNECTICUT MUTUAL.

One more point. It is sufficient that Mr. Wells resents the insinuation that considerations of the Connecticut Mutual Life's condition caused him to attack the rule, and says that he has taken the matter up upon the good and sufficient grounds of public interest in the subject. His word shall end this matter for me. I raised the point not without reason, however, because I thought, and still think, that company would be among those to suffer somewhat severely from the application of the rule. Mr. Wells says:

"Under the law the assets of the Connecticut Mutual would not suffer any undervaluation unless, possibly, Anonymous to the contrary notwithstanding, cash on deposit at interest, or an occasional piece of real estate rented at less than four per cent. be considered as investments 'conditioned upon a rate of interest of less than four per cent. annually.'"

The occasional pieces of real estate would appear to be at least semi-occasional. According to the last New York report the total property of the Connecticut Mutual was $55,000,000; real estate $10,000,000, or about twenty per cent. The rents from the company's property amounted to $427,-090 and subtracting $164,660, for real estate expenses leaves $262,430, net income on all the real estate, which constitutes nearly one-fifth of the company's property, and this is only 2.6 per cent income.

Let it not be supposed that these criticisms and reviews of Mr. Wells' theories are made in a captious or controversial spirit or with an ambition to get the better in a wordy warfare, and very especially not to gain glory by splitting hairs on inconsequential points. I am too old for such vanities, and am after only truth and facts. We are facing one of the most benevolent and important aids to civilized comfort that man has devised. It is not a convenience merely, but an absolute necessity to our social economy—the failure of which would bring widespread distress. The scheme itself is perfect—are its applications and accessories sound? That is the question!

Unless it should be shown that I have made some misstatement which needs correction my further interest in this discussion for the present will be confined to the one question of increased cost of a three per cent. standard and its effect upon level premium life insurance. ANONYMOUS.

Human Perversity.

The *Independent* has the following essay on the persistency with which people will not comprehend what is right under their noses. The business experience of newspaper offices with a not inconsiderable fraction of their customers, will bear out the writer's observations:

A Hartford paper notes the fact that, notwithstanding all which has been printed about the collapse of the Charter Oak Life, following a long course of nursing, and notwithstanding the several official notices which have been sent to policy-holders, there are persons who suppose the company to be still solvent and "a going concern." What is more strange, some of these persons are policy-holders, for it is said that nearly every day the remittances for several premiums come to the receivers from all parts of the country. According to requirement of law, these remittances are sent back. Now if these policy-holders, who must be supposed able to read, have received any of the notices sent them, every one of which conveyed information of the fact of the company's insolvency, what was done with them? Were they read without being comprehended, or were they thrown aside and their contents forgotten; or did their recipients think it safer and better to keep on sending renewal premiums, under a hazy notion that somebody or other would thereby become bound for the original amount expressed in the policies; or—what then? Or did they throw away the notices as impertinent or as of no sort of consequence, without ever glancing at them at all?

Verily, people are "queer"—how queer only those know who do business with a large number of miscellaneous people scattered over a wide area and in a wide variety of circumstances. A publication office is an excellent place to learn the queer side of human nature. The letters and postal cards not dated, or bearing the name of the town only and leaving that of the state to be discovered from the postmark, or left without any signature, or stated to contain remittances which are not there, or wrongly addressed, or not addressed at all, or insufficiently paid—these are the slightest of the oddities; the matter of many communications is outside the remotest boundaries of practical business dealings. And as for not reading at all, or reading without comprehension, the daily routine is full of instances of that. It seems to be actually impossible to state the simplest proposition—say the price of an article and the terms on which it is sold—so plainly as to get it through the heads of all people; use a "not" and the people will leave it out in reading; omit the "not" and they will put it in. The perverse impenetrability of the average man is one of the psychological curiosities, and a very queer instance of this is that some members of an insurance company insist on paying renewal premiums after there is nobody to receive them.

Special Notices.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued withou medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

Lloyds Plate Glass Insurance Co.,

68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.

Insurance on Plate Glass against Accident. Largest business and largest reserve of any similar company in the world.

Providence-Washington Ins. Co.

PROVIDENCE, R. I.

STATEMENT JANUARY 1, 1887.

CASH CAPITAL	$400,000 00
ASSETS	1,025,803 91
LIABILITIES—Re-insurance Reserve	416,638 08
Other claims against company	95,488 73
Cash Capital	400,000 00
Net Surplus	113,677 17
	$1,025,803 91

Manager Western Dep't, Holger De Roode, Chicago. General Agents for Colorado, Nebraska, Wyoming and New Mexico, Packard & Wilson, Denver

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.

JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.

Agencies in all the principal Cities of the United States.

THE UNITED FIRE RE-INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Suplus as regards policy-holders	2,033,555 86

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	777,281 75
Reserve for Losses under adjustment and other liabilities	85,408 02
Net Surplus	638,083 85
	$2,500,773 62

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

The Fire Insurance Association

OF LONDON.

TRUSTEES IN NEW YORK.

JACOB D. VERMILYE, President Merchants National Bank.

THOMAS REID.

F. D. TAPPAN, President Gallatin National Bank.

THEO. W. LETTON, General Manager and Attorney for the United States.

Sun Fire Office of London, England

J. J. GUILE, U. S. MANAGER,

OFFICE, 30 NASSAU STREET, NEW YORK.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President, LESLIE D. WARD, Vice-President.

EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

COMMERCIAL UNION ASSURANCE CO.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552 617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.

R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6 800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11.000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.

First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,

Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30.000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President — F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire. 6 Pine St.; Marine. 16 & 18 Exchange Place.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

JANUARY 1, 1887.

CAPITAL PAID IN CASH	$1.000,000 00
Reserve for all Liabilities, including Re-insurance	3,826,085 00
Net Surplus	557,087 00
TOTAL ASSETS	$5,383,172 00

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes and Cyclones, Farm Property and Coastwise Marine.

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - 164 Dearborn Street, CHICAGO, ILL

EASTERN DEPARTMENT AND MIDDLE STATES.
JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY
Office in the City of New York,
WESTERN UNION BUILDING,
Broadway, Cor. Dey St.
STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Equitable Life Assurance Society.

In SURPLUS (namely the the excess of accumulated funds over liabilities); in PREMIUM INCOME; in the amount of ASSURANCE IN FORCE; in annual NEW BUSINESS, the Society exceeds every other life assurance company, and may be justly regarded as the largest and strongest organization of its kind in the world.

ASSETS, January 1st, 1887, -	*$75,510,472 76*
LIABILITIES, (4 per cent. basis,)	*$59,154,597 00*
Surplus, (4 per cent. basis,) - - -	*$16,355,875 76*

Surplus 4½ per cent. basis, $20,495,175.76.

The Surplus on every basis of valuation, is larger than that of any other life assurance company in the world.

OUTSTANDING ASSURANCE, -	*$411 779,098 00*
NEW ASSURANCE, 1886, - -	*$111,540,203 00*
TOTAL INCOME, 1886, - - -	*$19,873,733 19*
PREMIUM INCOME, 1886 - - -	*$16,272,154 62*

Improvement during the Year.

Increase of Premium Income, - -	*$2,810,475 40*
Increase of Surplus, (Four per cent. basis)	*$2,493,636 63*
Increase of Assets, - - - - - -	*$8,957,085 26*

H. B. HYDE, President.
W. ALEXANDER, Secretary. *J. W. ALEXANDER, V. P.*

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON.....Chicago.
H. K. LINDSEY.....Cincinnati.
E. W. CARPENTER.....San Francisco.
HUTSON LEE.....Charleston, S. C.
S. O. COTTON & BRO.....Houston, Texas.

GEORGE STEWART. Gen'l Manager of the Company, Manchester, Eng.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON-FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED

In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

SOUND, SOLID, AND SUCCESSFUL

THIRTY-FOURTH PROGRESSIVE SEMI-ANNUAL STATEMENT OF THE

New Hampshire Fire Ins. Co.,

MANCHESTER, N. H.

STATEMENT, JANUARY 1, 1887.

Cash Capital	$500,000 00
Reserve for Re Insurance	382,382 18
Reserve for Unpaid Losses and other Liabilities	71,722 00
Net Surplus	237,759 15
Total Assets	$1,191,863 33

Ex-Gov. J. A. WESTON, President.
Hon. S. N. BELL, Vice-President. GEO. B. CHANDLER, Treasurer.
JOHN C. FRENCH, Secretary. W. H. BERRY, Ass't Secretary.

COMPARATIVE STATEMENT EACH YEAR SINCE ORGANIZATION.

Year.	Assets.	Net Surplus.	Net Premiums Received.	Capital.
1870	$134,586 24	$8,029 82	$40,123 00	1870. $100,000 00
1871	150,174 60	10,338 82	51,360 96	
1872	316,435 52	15,530 52	58,230 20	
1873	346,338 25	32,038 44	114,548 34	1872. 200,000 00
1874	393,337 12	50,141 87	143,741 50	
1875	429,362 00	77,123 09	156,979 68	
1876	453,194 87	94,924 83	162 970 47	1874. 250,000 00
1877	482,971 65	113,478 14	171,091 22	
1878	507,616 90	127,679 39	171,492 06	
1879	537,823 59	147,133 04	206,515 72	
1880	585,334 20	171,249 88	248,220 00	1882. 500,000 00
1881	618,192 98	183,1 8 52	265,660 31	
1882	915,132 37	204,407 96	346,951 90	
1883	965,147 93	205,162 65	437,792 07	Dividends paid from the receipts from interest.
1884	1,014,579 95	214,060 50	474,775 78	
1885	1,101,451 03	219,983 34	551,153 76	
1886	1,191,863 33	237,759 15	615,300 28	

GEO. W. EASTMAN, Special Agent for New England.
HENRY NORDEN, Rochester, N. Y., Special Agent for the Middle States.
H. M. RUSSELL, Chicago, Ill., Special Agent for Illinois, Indiana, Kentucky, Ohio, Michigan and Wisconsin.
FRED'K W. LEE, Des Moines, Ia., Special Agent for Iowa, Minnesota, Nebraska, Missouri and Kansas.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445 320.12
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.9
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THE first movement in the New Hampshire legislature to placate the agency fire insurance companies which withdrew from the state two years ago, appeared this week. Mr. McLane, a worthy gentleman from the farming region, introduced a bill which he thinks modifies the obnoxious valued policy law and ought to induce the companies to come back, if the legislature passes it. This modification consists in making the insurer value the property before he insures it, and requiring him to pay that valuation in case of total loss. The text of the bill will be found elsewhere in this issue, and also a report of such expressions of opinion by underwriters as could be obtained in a visit made just before putting the paper to press. Mr. McLane is mistaken in supposing that his bill is an improvement on the present law. Such a prevaluation of property as he proposes is impracticable on the score of expense. The suggestion is not new. It has been embodied in valued policy legislation in many states for years past, and has been repeatedly exposed as futile. The companies will not be satisfied with Mr. McLane's bill. The unconditional repeal of the law of 1885 must be the first step, and then it must be demonstrated that there is more profit in New Hampshire than has been shown during the past six months.

A FIRE in the New York drygoods district on Saturday last, caused by an explosion of fire crackers on storage in a warehouse and resulting in the loss of human life and the destruction of a large amount of property, has called up anew the oft debated question of the prohibition of fireworks of all kinds in our cities. Some years ago the National Board exercised its authority towards preventing the sale of fireworks in many places, with the effect of reducing appreciably the fire loss from that cause. The best opinion among underwriters and the officials of fire extinguishing departments favors the absolute exclusion of fireworks from storage in cities. The New York state law permits storage in limited quantities, but the law is universally evaded, and as there were thirty wholesale and over two thousand retail fireworks establishments open in the city of New York last week, it was obviously difficult to detect violations. The state law should be repealed, but the insurance companies can do more than the state by refusing to write upon any buildings in which fireworks are kept or upon any stocks of which they are a part. Certainly a cordon should be drawn about the drygoods district and no explosives allowed within it.

THE Pennsylvania insurance commissioner directs attention in his annual report, extracts from which appear elsewhere, to the important difference between the New York and Pennsylvania acts permitting the insurance of excess lines in unlicensed fire insurance companies. The Pennsylvania act was passed this year, and its framers had in mind the objections which have been found to the New York law since it has been in operation and which were pointed out by Superintendent Maxwell in his last report. The main difference between the two laws is, that while the older one grants licenses to special agents to place excess lines, the later one grants them only to the property-owner seeking the additional insurance, after he has made affidavit that the authorized companies have declined to write the excess, and the insurance commissioner "is satisfied of the truth thereof." The opportunity for evasion of the law by agents, of which the New York superintendent complains, is not given to them under the Pennsylvania statute, and under it, too, all the facts are easily ascertainable. There is no question that it is an improvement and that other states should correct their laws by it.

THE appointment, by the New York supreme court, of a referee to pass upon the final accounts of Receiver Pierson of the North American Life, is a reminder that it has taken twelve years to wind up the affairs of that bankrupt corporation. What a vision of fat fees and commissions for lawyers and officials is conjured up by this reflection. The *Weekly Statement* notices the fulfilment of another of the lucky Mr. Pierson's trusts, the closing up of the receivership of the New York State Life, which he has had only ten years, and it goes into an arithmetical calculation to ascertain how much of the original fund that went into his hands made its way into those of its owners. It finds that it cost the care-takers $46,105 to pay the creditors $38,566 and turn over a balance of $16,000 to the receiver of the Guardian Mutual Life—who is Mr. Pierson again. If this official has done as well by himself and his clerks and attorneys in administering upon the five other companies of which he has been receiver since 1877, he has triumphantly illustrated the benefits of receiverships—to receivers. He well might pray for another round of failures such as accompanied the financial collapse of 1873-6. But the rotten-wood in life insurance has been cut away in the intervening years, and what now remains of the business is staunch and sound. The receivers' carnival will never come again in life insurance. It probably will in assessmentism.

LEGISLATURES, like the poor, we have with us always. The Michigan lawmakers adjourned only ten days ago after a session of six months, the last of the winter and spring brood, and this week the Georgia legislature has convened for three months work. The New Hampshire legislature is still with us as a summer blessing or affliction, as the case may be. Both at Concord and at Atlanta there is a prospect of a good deal of insurance legislation. The present is an

adjourned session of the Georgia legislature, and there have been lying on the senate table since last December two insurance bills upon which it may be expected that action will now be taken. One of these is a general bill prepared by the comptroller-general, to regulate the business of insurance in the state, and is a sort of codification of all the insurance laws on the statute books, with additions. It virtually creates an insurance department in the state government, making the comptroller-general the insurance commissioner. This would be an improvement on the present loose relations between the state and the insurance companies, in which the latter are subjected to annoyances which the supervising official is powerless to ameliorate. The other bill lying over from last December regulates the organization and admission of assessment companies, and is very rigorous in its provisions. It will meet with the opposition of the co-operative managers, but the craze for imitation insurance is not active in Georgia and a proper bill will not encounter the difficulties which one of that kind meets in most of the northern states. Two years ago, it will be remembered, the Georgia house of representatives was the scene of a prolonged fight over a valued policy bill, introduced by Col. Calvin. It was the summer when New Hampshire declared its independence of the monopolistic agency companies, and the colonel caught some of the spirit which flamed up amid the granite hills. That temper is tamer now and is hardly calculated to stimulate imitation elsewhere, still one must not be too certain that the colonel will not be in the saddle again this session against the insurance companies.

To what extent does adulteration of food and drink sold for current consumption exist and how much is the public health affected thereby? One of the New York daily papers has been trying to find out, by buying of retail tradesmen a great number of samples of groceries, liquors, and drugs, and having them analyzed by a competent chemist. The outcome is rather surprising. The general belief is that we are running the gauntlet of poisoning from almost everything we take into our stomachs, so widespread is the sophistication of foods and liquids. The facts are that scarcely anything we eat or drink is so adulterated as to injure health, and many staple articles are pure or nearly so. Adulteration which used to be rife in sugar and tea has nearly ceased, probably on account of the cheapening of those foods. Coffee is in most cases pure, but if adulterated the additions consist of chicory or roasted peas. The spices do not fare so well, cheaper substances such as flour and ground peas and beans being used to lower the quality. Molasses is somewhat adulterated with glucose, a substance having much less sweetening power, and a small proportion of the vinegar sold has sulphuric acid. Flour is generally pure. The only adulterant of confectionery is glucose: terra alba being a present fiction. Owing to the strict laws governing dairy products, most of the butter and cheese now comes to market unmixed with oleo, which is in itself a perfectly wholesome article. Spirituous liquors commonly retailed over the city bars are adulterated with nothing worse than water, and if an improper proportion of fusel oil exists, it is due to imperfect rectification, not to design. It will be seen that in all these adulterations the injury is not to the health, but to the pocket of the consumer. The adulterator is a cheat at heart rather than a murderer. In relation to drugs and milk, however, this favorable view is not maintained. Drugs may not be much adulterated but an alarming percentage of those sold are below the standard of efficiency; in a word stale drugs. Their evil effect will be appreciated when it is remembered that a physician's prescription is always based on the use of drugs of the standard strength, and any deterioration in them, neutralizes his purposes. The fraud mainly practiced with milk is the extraction of the fat, of which cream is the leading constituent, and the addition of water to restore the bulk. As the infant population largely depends on milk for subsistence, depriving it of its most nutritious quality is an injury, which may lead to sickness and disease, and certainly does retard health and growth. Upon the whole however, adulteration is much less prevalent now than formerly. Several of the states have good and stringent laws, and they only need to be uniformly enforced to break up the practice of adulteration and the sale of inferior goods for those of the proper strength and quality. A national law is very much wanted.

THE effort to revive interest in the glorious Fourth throughout the country was praiseworthy, but it was allowed to take the wrong direction. Processions, militia parades, speech-making, music, feasting, even the belching of artillery, after the manner of our grandfathers and our fathers, would have been well enough, but the revival of the indiscriminate use of gunpowder, along with them, has spoiled the business, and has, we fear, given Fourth of July celebrating a set-back. On no national anniversary for many years were there so many disasters from fireworks as on last Monday. The reports of accidents and conflagrations in all parts of the Union, were the prominent features in next day's newspapers. The rejoicings were costly in lives and in property, and the insurance companies were not the least among the sufferers. It was touch and go in a number of places whether a Portland independence day calamity were not possible. As it was, one town in the Pennsylvania oil regions was nearly "wiped out" on account of the careless handling of fireworks, with a loss of a half million dollars. If we cannot celebrate the Fourth with the right amount of enthusiasm unless we kill and destroy as a great battle would, it is a pitiful thing. We can conceive of no other people than the Americans capable of confessing to such folly—and they are reputed to be the most practical people in the world. The other day the Queen's Jubilee was celebrated with extraordinary doings throughout the British dominions and not one house was reported burned down nor one small boy reported blown up in consequence. A few months ago the whole of Germany was *en fete* in honor of the Emperor's ninetieth birth day. The only casualties were caused by beer. But it seems that we cannot have an annual national holiday without burning millions in property and maiming, if not killing, thousands of human beings. Has it really come to this pass, though? Is it not possible to do homage to our greatest national event and yet do it like reasonable beings? Suppose we try the efficacy of a celebration with only so much gunpowder in it as a municipality may officially explode for an evening's public entertainment. Abolish the fire cracker altogether by preventing its manufacture or importation, and prohibit the using of fireworks by the individual citizen. There would be no more tyranny in that than there is in the inhibiting of concealed firearms or the restricting of dynamite transporta-

tion. After all, the persons whose feelings would be outraged by such an edict constitute but an inconsiderable proportion of the whole citizenship. Let the galled small boy wince. It is to be hoped that an end has come, after this year's experience, to our preposterous method of celebrating the Fourth of July. The insurance companies can help bring about the millennium by refusing to write on buildings containing, and stocks of fireworks. Mayor Hewitt has a great head. His veto message should be printed in letters of gold and framed and hung up in every aldermanic board room in the land.

Facts and Opinions.

THE Massachusetts insurance commissioner calls the special attention of the officers of all insurance companies transacting business in that state to the requirements of sections 82, 84 and 91 of the insurance act of 1887. The Boston *Commercial Bulletin* commenting on the commissioner's circular says:

The effect of this notice is that the authority of any authorized company may be revoked if it effects insurance in this state other than by agents resident in this state, for the department will issue no agents' licenses to non residents. The question which insurance men are asking is: "Does the new commissioner mean business?" We think we can assure them that he does and that the first offender will be punished according to law. Of course, a great deal of insurance is placed on Boston property contrary to the provisions of this law. It is notorious that a large amount of fire insurance is written in New York on Boston property. This is particularly the case in the leather trade. If the law could be enforced much business would be returned to Boston which is stolen away, so to speak. For this reason agents earnestly desire to see the law enforced but are prevented from giving the criminating information themselves because it would be informing against their own companies. The point disturbing insurance circles is how to get the evidence before the commissioner, and thus stop the companies from taking at first hand, business which should come through the agents. This law also bears upon life insurance and will prevent New York solicitors from doing direct business in this state as they have done heretofore. They must now get a broker's license and transact all business through the Massachusetts resident agents. It is said that much business is done in some parts of the state by New Yorkers.

A Boston despatch yesterday afternoon announced the arrest of three agents of the New York Life, for violation of the law.

A CIRCULAR issued by President Yereance of the Alliance Insurance Association of New York, announces that the new campany is ready for business. President Yereance says:

It is well known that about seven-eighths of the fire insurance premiums in the Metropolitan District are controlled by insurance brokers, and it will be clearly seen that the shareholders of the association already control a sufficient volume of business to secure a good revenue from the most desirable business in the district. It is also the interest of all brokers, whether shareholders or not, to favor this association with a liberal share of their desirable business to further insure the success of the enterprise, which is justly regarded a distinctively brokers' company. The attitude of this association to all other companies is that of friendly intercourse, and companies having surplus lines will find it to their interest to place same with this association, and thereby secure a reciprocity of business from this association and its influential shareholders. Additional stock of this association will be placed among leading brokers in other large cities where the brokerage system prevails, and agencies will there be established and desirable business secured from its shareholders and others in those cities.

THE anti-compact law passed by the Michigan legislature and approved by the governor, contains ten sections and is in the precise form in which it was printed in THE WEEKLY UNDERWRITER of March 5,—the time of its introduction—with the exception that it is made to take effect January 1, 1888, instead of immediately. The "nub" of the law is in the second section, which is as follows:

SECTION 2. No fire, fire and marine, or marine and inland insurance company or association not organized under the laws of this state, but doing business therein, shall either directly or indirectly enter into any contract, agreement, arrangement, or undertaking of any nature or kind whatever with any other company, companies, association or associations, the object or effect of which is to prevent open and free competition between it and said company, companies, association or associations, or between the agents of their respective companies or associations in the business transacted in this state or in any part thereof.

The third section enforces the same prohibition against agents of non-state companies, individually, and the other sections of the law provide for its enforcement. It is reported that the Western Union will take action in reference to this law, at its next meeting. An anti-compact law has been on the Ohio statute books since 1885, but it is virtually a dead letter. An effort to repeal it received the sanction of the house insurance committee of Ohio legislature at the recent session, but no further action was taken.

AT the annual meeting of the shareholders of the Northern of London, the chairman, in his address, said of the last year's fire business:

The net result, as indicated by the figures before you, is that we have drawn in fire insurance premiums £581,968, being £4,637, more than we received in the year preceding. Going on to another point of our fire accounts—a point which naturally bulks very big in the view of our shareholders—you will be pleased to see that we have earned a very handsome profit during the year 1886, our gains coming out at the respectable figure of £77,929. Only twice before in the company's history have we succeeded in attaining a larger profit, the last occasion being in 1878, when we had over £100,000, on the right side of the account. While congratulating ourselves on the splendid result of the year's operations, we ought not to lose sight of the fact that fire insurance has many ups and downs in its history. We have made more money this year than we made in the whole of the preceding five years taken together. This is, perhaps, a sufficient answer to any shareholder who inquires whether we might not have ventured on this occasion to increase our dividend or declare a higher bonus. The directors of a fire office, be they as careful as they may, can never guess when or how severely they may be hit, and our path of wisdom is to continue to build up our reserves and strengthen our position, in view of the enormous responsibilities imposed upon us by our engagements under fire insurance contracts in every quarter of the globe.

THE new assessment companies' law in Michigan, for which its citizens are indebted to the energy and persistence of Representative John S. Cross, places the following conditions on co-operatives of other states doing business in the state:

Such foreign corporation or association shall furnish to the commissioner of insurance of this state, certified copies of its articles of association or charter, and its by-laws, together with a sworn statement of its business of the preceding year, giving in detail the same information as is required by the annual statement of corporations organized hereunder, together with a copy of its application and certificate or policy, and a certificate under oath of its president and secretary that it does not issue policies or certificates upon the lives of persons over sixty-five years of age, nor upon any person unless such person shall have personally made and signed an application for such certificate or policy, and that it has in force policies of insurance on which the proceeds of one assessment will pay the highest amount insured upon each of the lives of members for which the assessment is levied, the full amount agreed to be paid upon the death of any one member, and that it is paying, and for the twelve months next preceding has paid, the highest amount named in its policies or certificates in full.

THE illuminations of the London insurance companies' buildings on the occasion of the Queen's jubilee, furnished material for glowing descriptive sketches in our British insurance contemporaries. The North British and Mercantile Office in Threadneedle street outshone all others in splendor, with the Sun Fire Office a close second. One of the accident companies inscribed in letters of fire, over its doors, "God

save the Queen—from Accidents of All Kinds." The American companies joined in the display. The New York Life put up a portrait of the Queen in the centre of a Maltese cross of crystal glass, with two stars on either side "which was greatly admired," while the front of the Cheapside office of the Equitable Life was draped with the British colors and the Stars and Stripes lovingly intertwined.

THE conclusions reached by Prof. Grainger Stewart, as the result of observations, by means of practical tests, on the discharge of albumen from the kidneys of healthy people, were stated by him in a paper lately read before the Royal Society, as follows:

That there is no sufficient proof that albumen is normally discharged from the human kidneys; that albuminuria is much more common among presumably healthy people than was formerly supposed, tests having demonstrated its presence in nearly one-third of the population; that the frequency of albuminuria increases as life advances; that it is more common among those whose occupations involve arduous bodily exertion than among those who lead easy lives; that albumen frequently follows the taking of food, especially of breakfast, which more than any other meal increases the amount of albuminuria; that moderate muscular effort rather diminishes than increases albuminuria; that it is often induced by violent and prolonged exertion; that cold bathing produces or increases it in some individuals; and that the existence of albuminuria is not of itself a sufficient ground for the rejection of a proposal for life insurance.

AN overheated reporter in Chicago telegraphs that Wisconsin is "burning up" Perhaps that will accomplish what the valued policy law failed to do, drive out the insurance companies. Here is the despatch:

In Wisconsin and Illinois the drouth has become so terrible that public prayers are being offered for rain. The fences along the country roads and the dead walls of the villages are plastered with huge bills calling for special services at the district school-houses and churches. Fires are burning in the woods, and pastures, for miles around, are scorched. The farmers have lost many cattle in these fires, which seem to spring up in a dozen places at once. Reports from all parts of Henry and adjoining counties tell of intense suffering from the drouth. The drinking water in many towns has been polluted and the white beds of the creeks are covered with decaying fish. The drouth in the northern and central tiers of counties of Illinois is not any more serious than it is in Wisconsin. The Badger State is literally burning up and fruit and crops are nearly destroyed.

THE premature explosion of fireworks caused the destruction of the town of Clarendon, Pa., on the Fourth of July, with a loss of $500,000, in which, fortunately the insurance companies had little concern. They did not fare so well in the Broadway fire of July 2, from the same cause, their losses being in the neighborhood of $150,000. Two lives were sacrificed in the Broadway fire. There were over ninety alarms sounded in the city of New York during the twenty four hours constituting the glorious Fourth. The losses by all the metropolitan district fires of Saturday, Sunday and Monday amounted, in the aggregate, to $560,000

A CIRCULAR has been issued by the Massachusetts insurance department, addressed to life insurance companies doing business in that state, the purpose being to ascertain their condition in reference to complying with the new rule of valuation of assets. Upon the accompanying blanks full description is to be returned of the assets constituting the reserve, viz., the amount of bonds, title, time they have to run, net returns thereon, amount and description of real estate with net rentals, etc.

THE July dividends of Hartford insurance companies are as follows: Ætna (Fire), five per cent. quarterly; Hartford Fire, ten per cent. semi-annual; Phœnix (Fire), three and one-half per cent. quarterly; Connecticut Fire, four per cent. semi-annual; National Fire, five per cent. semi-annual; Orient, three per cent. semi-annual; Ætna Life, five per cent. semi-annual; Connecticut General Life, four per cent. semi-annual; Travelers (Accident), eight per cent. semi-annual. The amount of the dividends disbursed to the stockholders of the above named companies on July 1, was $631,000.

THE Lloyds of London, after confining itself to marine risks for a century, ventured a few years ago into the fire insurance business. Its experience has been so disastrous that the withdrawal of the institution from fire underwriting is now agitated by many members. There has been scarcely a fire of any note in England during the past twelve months in which it has not had a loss, and its American experience have likewise been unsatisfactory.

THE Cincinnati underground operators, Runk & Co., have escaped conviction for violating the Ohio insurance laws, by producing evidence to show that their business was wholly transacted from their office in Covington, Kentucky. The court decided that it had no jurisdiction and directed the jury to return a verdict of "not guilty." It will now be in order for the Kentucky insurance department to institute proceedings.

THE case of Lorenzo Dimick of Buffalo, charged with grand larceny, was argued before the New York court of appeals on June 28, on appeal from the general term of the supreme court which reversed the judgment of the court below and ordered a new trial of his case; the previous trial being adverse to him. The court of appeals has adjourned over to the October term and its decision will not be known until then.

THE new agreement proposed by the New York Tariff Association, the terms of which were printed in our issue of last Saturday, had received the assent, yesterday, of nearly all the foreign and other state compaies, and all but about thirty of the city companies. It is the local element in which obstruction appears, but the committee is laboring not without hope of whittling it down to a small point.

OUR Austin, Texas, correspondent writes under date of June 30: "All the insurance people here are convinced that the secretary of state will require them to file copies of their companies' charters after December 31, and I was equally convinced that way some time ago, but I do not believe it now." Circumstances conduce to give weight to any opinion expressed by our correspondent in this matter.

AT the time the fire was raging in the lumber district of Chicago last week, the Chicago Underwriters Association was in session, and considering a proposition to reduce rates there. It was voted down, but it was not until thirty minutes afterwards that the members discovered that they had wrought better than they knew, says the *Investigator*.

THE late Seymour L. Husted, who was connected with the Mutual Life for many years as one of its trustees, had three policies on his life in that company, on which he had paid $17,991, in premiums. His heirs received $36,614, or for each dollar paid they received over two dollars, while Mr. Husted had insurance for forty-three years.

THE seventh annual meeting of the American Water-Works Association, which is composed of superintendents and managers of water-works, will be held at Minneapolis, Minn., from Wednesday to Friday of next week. The association now numbers nearly 250 members, living in all parts of the Union.

THREE of the Victorian jubilee peerages fell to insurance company directors, the Sun Fire office getting two, in the persons of Sir J. McGarel-Hogg, and Mr. Sclater-Booth, and the Imperial Fire the other, Mr. W. H. Eaton being the lucky individual.

ANOTHER company to engage in the accident and health insurance business is being constructed in Cincinnati by President Means of the Metropolitan National Bank and other prominent persons. The capital to be a quarter million.

THE New York *Insurance Journal* completed its twenty-fifth year on Thursday, and the event was appropriately celebrated at the Staten Island residence of Mr. Thomas Slator, one of the proprietors.

THE thirty-third semi-annual dividend of four per cent. was paid July 1, to the stockholders of the New Hampshire Fire of Manchester.

THE Watertown Fire, a new Dakota company, has taken the field for an agency business, and has been admitted to Illinois.

Personals.

AGENCY APPOINTMENTS.

Commercial Union of London: Benjamin D. Walcott & Co., Indianapolis, Ind., transferred from Alex. Metzger.

Exchange Fire of New York: J. K. Murphy, Chicago, Ill., transferred from George W. Montgomery.

Merchants of Newark: John C. Munn, Holyoke, Mass.

National Fire of Hartford: Alfred M. Bullard, Boston, Mass., transferred from Hovey & Fenno, who have been the company's agents since 1871.

Provident Savings Life: E. B. Hall, of Omaha, general agent for Northern Nebraska. W. Brown Moore, of Buffalo, general agent for western New York.

United States Life: A. D. Fisher, manager for Southern Ohio, with head quarters at Cincinnati.

Mr. Samuel P. Blagden, United States resident manager for the North British and Mercantile, will deliver the annual address before the New York State Association of Supervising and Adjusting Agents, at the annual meeting of that organization at the Sagamore Hotel, Lake George, on Tuesday next.

Mr. Benjamin B. Law, of Cincinnati, special agent of the Royal and London and Lancashire, for Ohio, has joined Mr. O. J. Wiggin in the local insurance agency business at Covington, Ky. The firm will be known as Wiggin & Law.

Mr. T. Brantley Langton has been appointed joint manager with J. L. Register, for Philadelphia, by the Equitable Life. Ex-Judge Krickbaum has been appointed superintendent of agencies.

Hon. Orsamus R. Fyler, on July 1, received his commission as insurance commissioner of Connecticut for the next four ensuing years. Mr. Fyler has been commissioner since May 1, 1886.

Mr. A. P. M. Roome, late joint manager for the Fire Insurance Association of London, in New York, has gone into the insurance brokerage business at No. 34 Pine street.

Mr. Alexander J. Finlaison, vice-president of the Institute of Actuaries, has been dignified with the Companionship of the Bath, in the distribution of jubilee honors.

Mr. Myron Brown, general agent at St. Paul, Minn., of the New York Life dropped dead in a Minneapolis Hotel on Monday of last week.

Ex-Superintendent Smyth left a widow and only one son, William H. Smyth, who is in the insurance business at Detroit, Mich.

Insurance Legislation.

New Hampshire.

CONCORD, N. H., July 8.—The first insurance legislation in any way touching upon the valued policy law, passed at the last session, which law had the effect of driving all foreign insurance companies from the state, has been introduced by Mr. McLane of Milford, in a bill entitled, "An act relating to fire insurance and the insurance commissioner." The text of the bill is as follows:

Be it enacted, etc.

SECTION 1. That any party, company or association, hereafter insuring any building or structure against loss or damage by fire or lightning, by the renewal of a policy heretofore issued, or otherwise, shall cause said building or structure to be examined by an agent of the insurers and full description thereof to be made and the insurable value thereof to be fixed by such agent. In the absence of any change increasing the risk without the consent of the insurer or insurers, or of intentional fraud on the part of the insured, in case of total loss the whole amount mentioned in the policy or renewal upon which the insurers receive a premium, shall be paid; in case of partial loss the full amount of the partial loss shall be paid. In case there are two or more policies upon the property, each policy shall contribute to the payment of the whole of the partial loss in proportion to the amount of insurance mentioned in each policy; but in no case shall any insurer be required to pay more than the amount mentioned in the policy.

SEC. 2. The insurance commissioner shall provide a standard form of policy and contract for companies insuring property in this state and no license shall be granted, and no company allowed to do an insurance business, unless it shall conform to the regulations of insurance commissioner.

SEC. 3. All acts and parts of acts inconsistent with the provisions of this act are hereby repealed, and this act shall take effect from and after January 1.

Mr. McLane stated to your correspondent to-day that the purpose of the bill is to so modify the present law as to admit and re-admit Foreign companies to the state, and he thinks that if it passes they may return, if their objections to the valued policy law are honestly stated. His observation of the effect of the law convinces him that it does not meet the wants of the people. It has raised the rates on business risks from twenty to forty per cent. and upon farm risks the increase has been even more. Heavy property holders have been obliged to take anything and everything in the way of insurance that they could get and yet have not been able to obtain as much as they were in the habit of carrying previous to the enactment of the law. He is of the opinion that the passage of his bill will effect a decrease in rates and that the old companies may return to the state.

The following is the text of two bills regarding life insurance, introduced in the legislature by Mr. Page:

An Act relating to assessment life insurance companies:

SECTION 1. No foreign life insurance company doing business upon the assessment plan, shall be allowed to transact business in this state.

SEC. 2. This act shall take effect upon its passage.

An Act relating to life insurance.

SECTION 1. The soliciting of tontine or semi-tontine life insurance, or the issuing of policies upon such plans in this state is hereby forbidden.

SEC. 2. Any person violating the preceding section shall be deemed guilty of a misdemeanor, and subject to a fine of one hundred dollars, the half to go to the party entering the complaint, and the balance to the county in which the prosecution is had.

SEC. 3. The license of any company violating the provisions of section 1, shall be immediately revoked by the insurance commissioner, and the company excluded from the state.

Sections 4 to 10 of this bill, which follow, are an exact copy of the provisions of the Massachusetts non-forfeiture life insurance law of 1861 as amended by the act of 1880.

A bill has been introduced to incorporate the New England insurance company of Manchester, with a capital of $50,000 and power to increase to $500,000. The corporators named in the bill are James A. Weston and Samuel N. Bell, (the president and vice-president of the New Hampshire Fire insurance company,) George B. Chandler and William A. Berry and their associates.

Miscellany.

The New Hampshire Bill Modifying the Valued Policy Law—Views of the New York Fire Underwriters.

The bill introduced by Mr. McLane in the New Hampshire legislature this week, which is printed in our department of legislative news. and which the author says is designed to so modify the valued policy law of the state as to open a door to the return of the non-state agency companies, is viewed with general disfavor by New York fire underwriters. A representative of THE WEEKLY UNDERWRITER called upon such of the leading underwriters as could be found in their offices yesterday afternoon just before our going to press, and elicited the following opinions of the bill and its effect in inducing the companies to resume business in New Hampshire:

Mr. Notman, of the Niagara Fire, said in relation to the bill that it was the same as a valued policy law and that should it be enacted his company would certainly not return to the state. "Suppose a company were to make a proper valuation of the risk at the time the policy was written, and that the insurance were to run for two, three or five years; in the event of a financial crisis like that of 1853 or 1873, or other causes, the property might not be worth one-half that valuation, when it was destroyed. An insurance contract should be open to the facts at the time of the fire."

Mr. Moore, of the Continental. thought that such a law would make the fire insurance business in New Hampshire too expensive. The ordinary agent would not be competent, he thought, to make an accurate estimate of the value of a building, and it would be necessary to employ in a great many cases an expert whose charges would be too great a percentage of the premium to leave any profit for the insurer. He did not think that his company would be willing to return under such a law.

"Mr. Heald, in the event that the legislature of New Hampshire passes that bill," asked THE WEEKLY UNDERWRITER representative after Mr. Heald had read the bill "would your company re——"

"No, sir!" came the interruption sharp and decisive. "It is nothing but a valued policy bill in its worst form. Not until the Home is put on a basis with other citizens in that state in relation to contracts, will it again enter New Hampshire, and then only in six or seven towns. If it had been in the state the past year it would have lost $25,000 more than its entire receipts there. This bill would make the insurance business very expensive."

Mr. Litchfield of the Lancashire, expressed himself very much in the same way as Mr. Notman in reference to this proposed law. His company would not return under it. He regarded it as a valued policy law.

Mr. Bevan, of the London and Lancashire, also looked upon the bill as another form of valued policy law and saw in it no inducement for his company to re-enter New Hampshire.

Official Reports.

Iowa Insurance Report.

The eighteenth annual report of the Iowa department comes along two months after its date, with the statistics of business of 107 joint stock fire, ninety-three mutual fire, twenty-nine life and twenty-nine assessment companies doing business in the state in 1886. The returns of Iowa business of the Fire and Life companies have already appeared in this newspaper. Auditor Lyons has the following to say about underground insurance, in which he alludes incidentally to the Monarch collapse:

Unauthorized and illegal insurance business has been done to a considerable extent in this state during the past year, and we regret to state that some of the Iowa companies have, to the great detriment of the Iowa policy-holders, entered other states and through brokers, done an unauthorized, and, we think, unsafe business.

The failure of the Monarch insurance company of this state was not a surprise to insurance men who do an honest, legitimate business, under the law. The manner of conducting the business of the Monarch made it only a question of time as to its ultimate failure. No insurance company, doing a brokerage, or wild-cat business, as did the Monarch, can survive. The failure of this company was detrimental to the interest of every Iowa company doing an honest business, as it created an uneasiness in the minds of the people as to the soundness of all the home companies, which was very difficult to overcome.

In this connection we desire to call your attention to the fact that there is no power given the auditor of state, under any section of the law, whereby he can compel state companies to cease doing what is known as brokerage, or underground insurance business in states where they have not complied with the insurance laws. Taking into consideration the vast interests of the people who place their insurance with home companies, with the assurance, as they believe, that they are being protected from vicious and unsafe business, by the supervision of the state, we are firmly of the opinion that the law should be so amended as to empower the auditor, under whose charge the insurance interest of the people is placed, when he has knowledge that any company is doing such an unauthorized business, to compel it to cease the same, under penalty of a revocation of their right to do business in this state, until said company shall honestly comply with the law.

For the better protection of all companies doing business in accordance with the laws of this state, against the ghouls who are working in violation of the law, and who are injuring the legitimate business of insurance, we would recommend that an appropriation be made, sufficient to meet the expense of prosecuting under section 1,147, chapter 4, title 9, of the code, such parties as may be found engaged in soliciting insurance without the proper certificate from this department. Should such an appropriation be made and placed at the disposal of this department, we are confident that this nefarious, illegal and dishonest business can be suppressed.

The auditor approves of the action of the last Iowa legislature in passing a law regulating the assessment business, the good effects of which are already apparent.

Pennsylvania Fire Insurance Report.

The Pennsylvania fire insurance report, usually one of the last of the annual state reports issued, is this year, for some unexplained reason, a month behind its usual time. It is

addressed to the legislature, which, however, had adjourned nearly two weeks before the date of its issue. Its statistical matter is six months old. The Pennsylvania insurance department is methodical and trustworthy; like the old Quaker element which founded the commonwealth it is eminently respectable. If it will add to these qualities some of the modern American "snap" which may be found in the departments of New York, Massachusetts, and indeed of most of the states, those who pay for its services will have no reason to find fault with it. At present they complain.

The commissioner notices a considerable increase in the fire and marine and inland insurance business of the state, comparing 1886 with the preceding year. At the same time there was an improvement in the loss ratio. The returns of business by companies will be found appended.

The most important matter touched upon in this preliminary text is the act of the legislature permitting the insurance of excess lines in Fire companies not authorized to do business in the state, under certain restrictions. As the new law differs in essential particulars from the laws of New York, Massachusetts and other states authorizing insurance by unlicensed companies, the commissioner's statement of its provisions will be followed with interest by underwriters. The new law is as follows:

That any insurance company or association not of this state, doing business without authority, agreeably to the provisions of this act, shall forfeit and pay to the commonwealth the sum of five hundred dollars for each month, or fraction thereof, during each month on and after the passage of this act, which such illegal business was transacted, and be prohibited from doing business in this state until such fines are fully paid. And that any person, or persons, or any agent, officer, or member of any corporation paying or receiving, or forwarding any premiums, applications for insurance, or in any manner securing, helping, or aiding in the placing of any insurance, or effecting any contracts of insurance upon property within this commonwealth, directly or indirectly, with any insurance company or association not of this state, and which has not been authorized to do business in this state, under the terms of this act, shall be guilty of a misdemeanor, and, on conviction thereof, shall be sentenced to a fine of not less than one hundred dollars, nor more than one thousand dollars, and, upon conviction of a second offense, shall be sentenced to pay a like fine and undergo an imprisonment not exceeding one year, or either, in the discretion of the court: Provided, however, that in the event of a larger line of insurance being required on any risk than that which the home companies and insurance companies or associations not of this state, but authorized to do business within this state, shall be willing to carry, that then the person or corporation desiring such insurance shall file a sworn statement to that effect with the insurance commissioner; and, thereupon, the said insurance commissioner, first being satisfied of the truth thereof, shall issue a license to the person or corporation making such application, and, thereupon, it shall be lawful for the person or corporation so licensed, as aforesaid, to procure such excess line of insurance, beyond that which the home and authorized Foreign companies shall be willing to carry, as aforesaid, from unauthorized insurance companies or associations not of this state. Every person or corporation so licensed shall, at the time of expiration of said license, make a report to the insurance commissioner of all insurance effected in pursuance of said license, and pay a tax of six per centum on the gross premiums thereon, which said tax shall accompany said returns. The insurance commissioner shall charge and collect for every license so issued a fee of five dollars. Every such license so issued as aforesaid, shall expire at the expiration of three months from the date of issuing of same.

The commissioner says:

Heretofore, the laws of this state intended to check the business of unlicensed insurance, have been directed entirely against persons acting as agents. The penalties against the companies have been practically inoperative. This act amends the act of 1873, by making it unlawful for any person to insure property within this commonwealth in unlicensed companies, and makes the violation of this provision indictable and punishable as a misdemeanor. It is mainly designed to check the operations of the eastern mutual companies, which have placed large risks in the city of Philadelphia upon manufacturing establishments without complying with the law of the state. If agents have been employed to negotiate these risks, the business has been managed so quietly that they have eluded detection. It is to be presumed that the persons and corporations accepting these risks upon their property, were aware of the violations of law involved in the transaction, but so long as they were not criminally liable, were content to accept the cheaper insurance, and thus assist in depriving the state of its legitimate revenue and in curtailing the business of the law-abiding companies. Hereafter, insurers can only deal with unlicensed companies at their peril. Whatever harshness there may seem to be in holding the insured liable, is modified by the consideration that the law cannot be violated without his participation, and in most cases such participation is with full knowledge of the character of the transaction. This provision is substantially a re-enactment of an act passed in 1810, which prohibited insurance in Foreign companies; but, as some doubt existed as to whether that act could be enforced against persons accepting policies from companies of other states, this statute was thought advisable.

In order to meet the case of any person or corporation requiring a line of insurance upon a risk greater in amount than home and licensed companies are willing to carry, this law provides that a temporary license may be issued by the insurance commissioner, upon evidence being furnished of inability to procure insurance otherwise, authorizing such person or corporation to procure such excess line of insurance from unlicensed insurance companies not of this state, and upon all premiums so paid, the party licensed is required to pay a tax of six per cent. to the commonwealth. It will be noted that the temporary license here authorized is to the party requiring the insurance in excess of that obtainable from authorized companies, and not to any agent or representative of such companies. The law with regard to agents is not in any degree modified or relaxed. No person is, in any contingency, authorized to represent insurance companies unable to comply with the law of the state. The person licensed, for special reasons, to deal with unlicensed companies is the owner of the property to be insured, and, as in this case he is the party most interested, he is permitted to select the companies in which he places his excess line of insurance, without any question as to their solvency.

This act is free from the objections to the New York law, which authorizes the department of that state to issue special licenses to agents, empowering them to place insurance in unlicensed companies upon their making affidavit that the person, firm, or corporation desiring insurance is unable to procure the amount required from companies duly authorized to transact business. The superintendent of the New York insurance department calls attention to the character of the affidavits filed by agents in order to procure licenses under this law, and recommends its repeal, on the ground that "the particular want which was supposed to necessitate the passage of the statute in question has been, in considerable measure, supplied during the year by the admission of fourteen fire insurance companies of other states." The abuses which have led to this recommendation cannot be anticipated with regard to the law of this state under consideration, as it presents no temptation to agents, and the special licenses authorized must necessarily be confined to a very limited number of the largest insurers, who are required, as a condition precedent, to make affidavit that the risk is greater than licensed companies are willing to carry, which fact can only be ascertained after application has been made to such companies and evidence of their refusal given.

The commissioner wrote in strong commendation of that clause of the revenue bill which passed the legislature, which reduced the tax on gross premiums of companies of other states and countries from three to one and one-half per cent. The bill failed to become a law through the omission of the president of the senate to affix his signature to it. Mr. Forster prints his observations, nevertheless, and in the course of them makes this interesting statement:

During the year 1886, the Fire and Marine companies of Pennsylvania received total premiums amounting to	$11,962,369 99
From business in Pennsylvania	2,942,115 08
From business out of Pennsylvania	9,020,254 91
In the same year the life companies of this state received premiums in Pennsylvania	2,105,840 88
Out of Pennsylvania	2,061,335 47

From which it appears that the premiums received by our Fire and Life companies from business out of this state in a single year amounted to the sum of $11,081,590.38, and assuming that these premiums were taxed at the same rate as this state taxed the premiums of other state companies, the amount of tax paid to such states was $332,447.71 for the year 1886. The effect of the reduction of the tax upon the premiums of Foreign companies, will be to reduce the retaliatory tax upon home companies by one half.

As to the effect of this reduction upon the revenue of the commonwealth, it may be stated that the total revenue derived from the tax of three per centum on fire and life premiums in 1886 amounted to $374,022.13. It may be safely estimated that the tax of half this rate in 1887 will yield to the treasury $200,000.00, which is about the same derived from the tax of three per cent. in the year 1880.

Fire Insurance Business in Pennsylvania in 1886.

Companies.	Fire Risks Written.	Fire Premiums Received.	Fire Losses Paid	Total Losses Incurred (Including Marine and Inland.)
Stock Companies of Pennsylvania				
Allegheny	$1,561,345	$18,417	$5,089	$5,104
Allemannia	6,067,310	70,918	27,717	26,571
American Fire	19,725,053	198,093	89,341	111,450
Armenia	2,641,511	24,103	14,120	12,825
Artisans	2,175,362	26,208	10,175	12,088
Ben Franklin	2,421,140	30,389	13,951	14,303
Birmingham Fire	1,917,600	22,038	7,130	8,712
Boatman's Fire and Marine	4,563,310	56,535	23,585	35,558
Cash	785,685	9,011	2,734	6,437
Citizens	6,159,634	60,669	33,817	34,271
City	4,909,701	41,685	16,843	22,521
Delaware Mutual Safety	6,083,423	60,855	23,990	82,948
Fire Association	22,750,190	240,149	141,473	155,768
Fire Ins. Co. County of Phila.	4,950,332	63,438	42,317	48,828
Franklin Fire	10,397,317	110,288	57,898	57,898
German-American	3,772,232	53,814	24 080	28,755
German Fire, Philadelphia	4,142,687	46,101	17,706	25,152
German Fire, Pittsburgh	5,881,423	71,074	19,978	21,857
Girard Fire and Marine	12,333,005	129,575	27,529	29,699
Humboldt Fire	2,334,365	30,759	14,315	18,532
Ins. Co. of the State of Penn.	4,455,528	39,579	9,285	37,269
Ins. Co. of North America	30,315,720	300,778	144,665	506,631
Jefferson Fire	2,215,620	22,526	9,412	9,412
Lumbermen's	6,771,809	64,186	29,487	27,715
Manufacturers & Merchants	6,088,572	67,888	40,402	59,739
Mechanics	3,263,614	37,767	19,800	18,127
Monongahela	1,404,966	17,820	6,204	12,175
National	2,508,577	27,631	6,668	6,240
Pennsylvania, Pittsburgh	2,952,060	36,073	12,814	16,887
Pennsylvania Fire, Phila	16,462,894	153,863	73,887	76,629
Peoples	3,017,475	35,295	16,336	19,158
Pittsburgh	1,895,728	23,805	7,389	7,969
Reading Fire	4,880,382	50,736	12,651	13,824
Reliance	4,903,219	47,144	23,805	29,277
Spring Garden	15,547,206	66,332	44,020	42,398
Sun	.....	.....	.....	.....
Teutonia, Allegheny	1,644,077	20,887	6 734	4,724
Teutonia Fire, Philadelphia	2,233,946	16,018	3,313	4,063
Union, Philadelphia	5,143,650	59,067	37,673	44,070
Union, Pittsburgh	1,363,171	14,769	7,135	9,307
United Firemens	3,873,955	33,928	21,455	27,498
Western	3,105,336	36,752	12,276	18,860
Totals	$249,519,130	$2,536,963	$1,061,198	$1,751,251
Companies of Other States.				
Ætna, Hartford	21,268,523	249,690	141,321	129,798
Agricultural, Watertown	6,016,307	53,277	37,460	43,383
American, Boston	1,074,163	9,754	3,321	3,650
American, Newark	2,994,625	26,301	11,761	10,209
American Central, St. Louis	3,045,146	37 213	28,586	30,351
American Fire, New York	$ 1,159,070	$10,025	$1,493	$3,995
Anglo-Nevada, San Francisco	324,970	3,472	.....	.....
Atlantic F. & M., Providence	213,317	2,181	2,352	2,352
Boston Marine	.....	.....	.....	502
Buffalo-German	3,211,881	30,824	22,954	22,030
California, San Francisco	1,119,816	11,940	6,260	6,260
Citizens, Cincinnati	148,469	2,142	147	147
Citizens, New York	2,171,361	19,304	14,427	18,109
Clinton Fire, New York	2,065,004	20,561	12,127	13,168
Commerce, Albany	1,119,323	11,669	5,571	7,360
Commercial, San Francisco	814,309	11,779	12,843	13.878
Connecticut, Hartford	5,285,400	62,824	53,375	56,682
Continental, New York	12,554,776	114,623	56,125	57,001
Dwelling House, Boston	6,257,182	54,980	13,774	18,274
Eliot, Boston	630,466	5,659	3,824	3,474
Equitable F. & M., Providence	1,223,831	14,165	7,190	7,811
Exchange Fire, New York	617,313	5,766	6,703	7,403
Farragut Fire, New York	1,072,087	9,471	7,758	8,901
Fire Association, New York	771,710	8,197	11	11
Firemens, Baltimore	249,220	2,482	.....	.....
Firemens, Dayton	1,274,324	14,880	5,402	8,102
Firemens, Newark	1,837,668	14,854	16,775	17,017
Fireman's Fund, S. Francisco	2,804,289	36 546	22,209	24,465
Franklin, Columbus	683,581	8,950	8,615	8,615
German-American, New York	15,104,285	113,753	59,044	68,853
Germania Fire, New York	10,371,393	88,166	43,337	37,776
Glens Falls, Glens Falls	2,333,205	19,996	14,929	15,069
Granite State Fire, Portsm'th	607,582	8,837	556	1,913
Greenwich, New York	1,503,022	12,855	6,027	6,057
Guardian Fire, New York	420,000	3,010	24	1,024
Hanover Fire, New York	7,455,997	83,636	50,828	54,971
Hartford Fire	14,544,339	174,532	118,045	106,780
Home, New York	15,160,671	149,273	90,592	82,987
Howard, New York	4,058,904	42,681	21.445	20,134
Jefferson, New York	310,160	2,083	522	1,272
Kenton, Covington	1,017,339	14,379	6,706	7,285
Kings County Fire, Brooklyn	368,472	3,199	365	375
Long Island, Brooklyn	690,042	5,399	1,259	1,260
Louisville Underwriters	541,555	5,512	4,435	4,704
Manufac. and Builders, N. Y.	946,285	8,282	2,976	2,957
Marine, St. Louis	148,645	1,333	.....	.....
Mechanics Fire, Brooklyn	976,904	11,810	8,925	9,080
Mercantile, Cleveland	730,430	7,363	1,62[illegible]	1,102
Mercantile Fire, New York	365,196	2,566	157	617
Mercantile F. and M., Boston	1,198,863	12,221	11,754	9,530
Merchants, Newark	2,663,488	26,469	12,654	13,739
Merchants, New York	1,479,155	12,751	2,849	4,078
Merchants. Providence	1,729,663	16,552	8,703	8,413
Michigan F. and M., Detroit	285,653	3,247	100	.....
Montauk Fire, Brooklyn	552,705	4,456	3 076	3,644
Mutual Fire, New York	3,384,942	50,976	43,775	43,708
National Fire, Hartford	3,254 404	37,258	28,911	28,552
National Fire, New York	1,083,554	10,817	12,912	13,464
Neptune F. and M., Boston	1,571,203	17,958	7,681	8,931
Newark Fire	1,305,295	14,646	10,003	8,624
New Hampshire, Manchester	4,056,142	37,257	19,165	22,502
New York Bowery Fire	2,562,586	23,454	12,925	17,884
Niagara Fire, New York	7,142,175	83,183	44,969	51,892
North American, Boston	461,984	3,713	1,854	1,854
Northwestern National, Mil.	676,937	6,201	1,793	11,450
Orient, Hartford	7,329,335	81,229	78,915	76,783
Pacific Fire, New York	1,557,922	13,383	8,364	8,649
Peoples Fire, Manchester	667,908	9,148	886	3,493
Peoples Fire, New York	832,363	7,510	10,455	8,917
Phenix, Brooklyn	10,788,698	133,391	64,055	99,086
Phœnix, Hartford	12,102,649	142,914	97,604	101,362
Prescott, Boston	573,201	5,947	3,659	5,138
Providence-Washington	2,090,922	22,906	18,670	22,427
Rochester-German	1,664,485	19,218	20,142	22,276
Rutgers Fire, New York	551,800	3,889	1,484	2,555
St. Paul Fire and Marine	2,161,077	22,941	16,310	23,753
Security, New Haven	826,478	7,641	1,949	1,984
Springfield Fire and Marine	8,639,561	130,123	78,263	89,059
Sterling Fire, New York	1,522,397	13,731	5,064	8,048
Sun, San Francisco	543,840	3,691	2,062	2,062
Union, San Francisco	1,025,322	11,993	9,916	9,933
United States Fire, New York	448,587	2,829	87	87
Virginia F. and M., Richmond	665,049	6,139	4,589	5,967
Washington, Cincinnati	208,400	1,638	1,019	994
Washington F. and M., Boston	5,088,908	52,118	30,855	12,247
Westchester Fire, New York	2,595,018	26,100	12,914	28,813
Williamsburgh City, Brooklyn	1,292,804	12,186	5,601	5,601
Totals	$256,277,970	$2,704,029	$1,630,172	$1,705,152

COMPANIES.	Fire Risks Written.	Fire Premiums Received.	Fire Losses Paid.	Total Losses Incurred (Including Marine and Inland.)
Foreign Companies.				
British America, Toronto....	$7,630,273	$84,051	$63,993	$63,158
British and Foreign Marine...	.....	.....	.....	14,136
City of London Fire..	2,242,324	20,291	20,871	27,610
Commercial Union, London..	11,649,200	134,593	69,968	78 400
Fire Association, London.....	5,199,108	50,249	37,320	39,708
Guardian Fire & Life, London	3,169,418	33,758	26,078	28,526
Hamburg-Bremen Fire	4,782,836	54,971	34.047	33,307
Imperial Fire, London.....	7,231,868	96,118	72,319	66,684
Lancashire, Manchester. ...	10.585 761	136,441	86,976	89,761
Lion Fire, London.....	1,198,075	13,064	15 310	11,944
Liverpool & London & Globe.	22,069,873	241,876	142,643	150,359
London Assurance Corpora'n	7,510,475	79.768	44 267	38,104
Lon. & Lancashire, Liverpool	7,265,602	93,216	71,520	81,615
N. British & Mercantile, Lon..	9,928,010	115,142	78,827	91 568
Northern, London..... ...	4,375,500	43,937	30,089	23,789
Norwich Union Fire.....	6,094,001	67,364	45,605	54,193
Phœnix, London.....	9,046,103	102,378	66,223	68,246
Queen, Liverpool	20,052,021	124,238	76,764	69,186
Royal, Liverpool	28,76 ,872	370,125	258,192	284,908
Scottish Union and National.	1,214,265	14,536	13,676	13,815
Sun Fire Office, London.....	11,523,000	79,730	59,748	56,625
Thames & Mersey M., Liv. ...	.....	.....	.....	.....
Transatlantic Fire, Hamburg.	477,776	6,227	6,274	4,541
Western, Toronto.	5,207,273	82,671	54,685	60,277
Totals.....	$187,213,684	$2,054,656	$1,373,395	$1,450,461
Grand Totals, 1886.....	$693,010,784	$7,295,648	$4,064,765	$4,906,865
COMPARISON WITH BUSINESS OF PREVIOUS YEARS.				
1885..... ..	620,953,061	6,766,656	3,623,432	3,964,487
1884.....	623,557,536	6,605 145	4,937,969	5,362 930
1883.....	626,649,638	6,445,237	3,907,939	4.164,988
1882.	578,455,300	5,726 950	3,426,069	4,274 973
1881...	550,446,455	5,477,325	3,183,372	3,787,075
1880...	497,963,663	4,785,864	2,870,504	3,624,741
1879.....	444,180,834	4,304,857	2,351,318	3,309,155
1878.....	525,088,649	4,349,201	2,683,551	3,310,016
1877....	398,076,998	5,068,609	2,746,239	3,663,752

The ratio of losses paid to premiums received in the ten years included in the above table is 55 per cent. The ratio in 1886 was 55 per cent. The marine and inland risks written were $70,423,894, and the loss ratio was 100 per cent.

Special Notices.

T. J. TEMPLE & CO.,
Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

Sterling Fire Insurance Company,
No. 167 BROADWAY.
K. VAN RENSSELAER, President. LOUIS P. BAYARD, Secretary.

QUEEN
INSURANCE COMPANY.

Penn Mutual Life Insurance Co.
OF PHILADELPHIA.
INCORPORATED IN 1847.
ASSETS, - - - - - - - - - $9,663,884 26
PURELY MUTUAL.
Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.
EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

London and Lancashire Fire
INSURANCE COMPANY
OF LIVERPOOL, ENGLAND.

JAMES YEREANCE, int Managers New York Department.
JEFFREY BEAVEN, including New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, and District of Columbia. 46 Pine Street, New York.

SCULL & BRADLEY, (successors to Foster & Scull), 53 Devonshire Street, Boston, Mass., Managers for Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire and Vermont.
JOHN H. LAW & BRO., Cincinnati, Ohio, Managers for Ohio, Indiana and West Virginia.
BARBEE & CASTLEMAN, Louisville, Ky., Managers for Kentucky, Tennessee, Georgia, Alabama, South Carolina, Louisiana, Arkansas, Florida and Texas.
CHARLES H. CASE, 120 La Salle Street, Chicago, Manager for Illinois, Michigan, Wisconsin, Minnesota, Iowa, Kansas, Missouri, Colorado and Nebraska.

BONDS OF SURETYSHIP.

THE
GUARANTEE
CO. OF NORTH AMERICA.
Head Office: 260 St. James St., Montreal.

The OLDEST and LARGEST in America.

President—SIR ALEXANDER T. GALT.
Vice-President—HON. JAMES FERRIER, Senator.
Managing Director—EDWARD RAWLINGS.
OFFICE, TRINITY BUILDING, NEW YORK CITY.
D. J. TOMPKINS, Secretary.

ESTABLISHED 1872.
THE
ACCIDENT
INSURANCE COMPANY OF NORTH AMERICA
MONTREAL.
SIR A. T. GALT, G. C. M. C. President
EDW. RAWLINGS, Managing Director.

ACCIDENT BUSINESS ONLY.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

1853 ESTABLISHED 1853
Agricultural Insurance Company,
WATERTOWN, N. Y.
INSURES ONLY FARM PROPERTY
AND
PRIVATE RESIDENCES.

STATEMENT, JANUARY, 1886.

Cash Capital.....	$500,000 00
Reserve for all liabilities including re-insurance....	1,597,330 24
Net Assets (to protect Policy-holders).....	1,828,012 26
Net Surplus to Policy-holders	730,682 02
Net Surplus to Stockholders ...	230,682 02
Total Assets.....	1,886,911 68

JEAN R. STEBBINS, President. H. M. STEVENS, Secretary.

Extract from Charter: "§ 3. This company is formed to make insurance on the joint-stock plan, against loss or damage by fire and lightning, on Farm Property, Private Residences, Barns and Outbuildings with their contents, and on other property not more hazardous; and it shall be confined in its business to such risks."

Commercial Union Assurance Co.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552 617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887. 63,293, insuring	92,262,969 14
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11.000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Suplus as regards policy-holders	2,033,555 86

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.: Marine, 16 & 18 Exchange Place.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Connecticut General Life Ins. Co.

HARTFORD, CONN.

Assets January 1, 1886. - - - - - $1,551,414 25

Liabilities, N. Y. Standard	$1,107,997 53
Surplus to Policy-holders by N. Y. Standard	$443,416 72

Of which $103,873 50 is a Special Reserve due Savings Endowment Policies.
T. W. RUSSELL, President. F. O. HUDSON, Secretary

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.
A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.9
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

— $26,000,000 00 —

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 '82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager.

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

WE have noticed, prominently displayed in the columns of *Our Society Journal*, of which Mr. E. P. Ackerman is the ostensible editor, an advertisement offering for sale, for the sum of one hundred dollars, an obligation issued by the Connecticut Mutual Life insurance company for the sum of three hundred and ninety-six dollars. We are not informed of the nature of this obligation, but if Mr. Ackerman has any legal claim against the Connecticut Mutual for that sum we shall be glad to purchase it at the amount named or even at twice that sum, and we know of no way in which we can make two or three hundred dollars easier. The editor of *Our Society Journal* is either a fool to offer to sell at that price or a knave to advertise for sale what he cannot deliver.

IT is rather hot weather for exciting topics, and so the warmth of the discussion over the arrest of Messrs. Webber and Moore, agents of the New York Life insurance company, at the suit of the insurance commissioner of Massachusetts, rather astonishes us. If the New York Life wants to violate the Massachusetts law, let it do so quietly, and when caught let it imitate the example of the Equitable in the Dinkelspiel case, and pay its fine, and then do it again if it is a profitable business. We have no sort of respect for Massachusetts insurance law, but we can well conceive that the Massachusetts commissioner may have, and that whether he has or not, it is his duty to take notice of violations of it, and to use due diligence in the prosecution of offenders. It is difficult, perhaps, for a New Yorker to understand how strongly rooted superstitions and prejudices get in the New England soil. They have a superstition in Massachusetts on the subject of state supervision of insurance, and a prejudice against any one who lifts his hand against the object of their worship. As a result of this condition of mind Massachusetts is a hard state in which to butt one's head against the insurance laws or the insurance commissioner. At least we should advise cooler weather for the operation.

THE insurance commissioner of Massachusetts appears to have devoted himself to a diligent study of the legacy left him by his predecessor in the new insurance law. This has borne unlooked for fruit. The New York insurance broker is thought, in Boston, to be a pretty sharp man, and he discovered that certain risks were rated higher in Boston than they were in New York, and at once proceeded to transfer such risks from the books of Boston agents and brokers to his own. This naturally raised an East wind in Boston, and the commissioner has called the attention of companies doing business in Massachusetts to sections 82 and 84 of the new law, which prohibits companies from writing contracts of insurance upon property or lives in Massachusetts except through licensed resident agents under penalty of revocation of authority. Aside from any question of the propriety or impropriety of such a law, looked at merely as a matter of public policy, it must be admitted that the statute is a great strengthener of the moral fiber of companies in a direction in which, alas, that we have to say it! it needs strengthening. One would hardly suppose, if he did not know it to be true, that an insurance company in New York would take Boston risks over its counter at rates which it would not accept from its Boston agent. Indeed one would naturally suppose—being ignorant of facts—that all Boston business would be taken only through Boston agencies. But that is not the way the insurance business is carried on by enterprising companies. They would as soon cut an agent's throat as any other man's. The late insurance commissioner of Massachusetts intended to furnish the means of protection to Massachusetts agents, and his successor appears determined to use them.

THERE appears to be some feeling in New Hampshire on the subject of fire insurance if we are to judge from the occasional remarks of the newspapers of that state. The Manchester *Union* of July 12, urges the legislature to kill the bill introduced by Mr. McLane—published in our issue of last Saturday—and talks rather wildly about boycotters and insults and those who "spat in our faces and left the property of our people to what they hoped would be certain destruction." It is useless to argue with any one in this frame of mind, or we would say that when the insurance companies left New Hampshire they did so reluctantly, and they did not cancel their outstanding policies. If they had desired to injure the people of New Hampshire they would have cancelled all outstanding policies in that state, instead of still holding over the people their protection until they had time to organize for their own protection. If there had been any desire to coerce New Hampshire, there would not have been left a policy in force in the state the day after their withdrawal. At present the situation in New Hampshire, as it appears to us, is, that a number of local companies having been organized, they will naturally desire to have the field to themselves, and will oppose any legislation looking to the return of the companies now out of the state. They have a practical monopoly of New Hampshire business at any rates that they may see fit to charge for insurance. Under these circumstances there is little prospect of the repeal of the existing laws until such repeal is called for by the insuring public. The appeals of the press to state pride, and the influence of the local companies will be likely to be effective through this session of the legislature. But a revolt from the local companies will surely come, and until it does come the companies now out of the state can well afford to stay out. We presume there are people in New

Hampshire who imagine that they are going through a novel experience, but they are not. They have only gone back less than half a century, when local insurance was the rule and agency companies the exception. Most of us have learned that a broader base than New Hampshire would make if it were leveled, is necessary for the safe conduct of the fire insurance business, and this lesson the Granite state will also learn.

THERE is considerable grumbling, just now, over the circular sent out by the Massachusetts insurance departments to the life insurance companies doing business in that state. The commissioner wishes to ascertain what effect the new law would have upon the present assets of the companies. A criticism which seems to have in it some justice, is that in matters of legislation it is always well to ascertain the effect of a proposed law, where that is possible, before putting it upon the statute book, and that it is rather late for Massachusetts, having passed this law without any knowledge of its probable effect, to put the companies now to the expense of preparing and filing schedules which can have no other use than to furnish the commissioner with information which he ought to have possessed before recommending the changes recently enacted. This is not a season of the year when companies like to be burdened with extra work, and the work laid out for them is no slight one in vacation time. We should be glad to administer consolation, but do not quite see our way clear to do so. The blessing of state supervision, like other blessings, costs money and time and trouble, but we have elected to have it, have, so to speak, cried for it and must take the consequences. There is one thing companies might do, and that would be to say to the Massachusetts department, "when the time comes for compliance with your law we will either comply with it or leave the state, and meantime we do not care to be bothered with the hopeless task of trying to enlighten you." There would be sense in that, because a department which cannot see the absurdity of the new law without figuring over schedules of company assets, would not be convinced though it should rain schedules. But we do not expect that any company will take this course.

THE reply of Mr. Wells to "Anonymous," which we publish in this issue, hardly calls for further remark from us. Mr. Wells has, apparently, settled the reserve question, as we believed that he would. We are a little surprised, however, that in its introduction the Boston *Commercial Bulletin* speaks of the fairness of both Mr. Wells and his critic, and the high plane upon which the correspondence has been kept. This is true of Mr. Wells' side of it, but we can hardly commend the fairness of an anonymous critic, who opposes to his antagonist's arguments the charge of interested motives, and backs up the charge by such figures as we criticised in this paper two weeks ago. There are some questions growing out of this discussion and the law itself which may be well worth examining. Mr. Wells assumes that in the valuation provided for by the new law, the real estate and the stocks and bonds are to be valued together, and together must produce an average income of not less than four per cent. "Anonymous" assumes that each class of investments is to be valued separately, and each class must produce a net income of four per cent. The Massachusetts department evidently proceeds upon a different interpretation, and expects to value each investment individually, and applies the "average" as an average of years and not of investments. At least the blanks sent out by the department call for an itemized schedule and for the gross income from the real estate and the stocks owned for the years 1884, 1885 and 1886. Under this interpretation we do not see the sense of the word "average" as applied to bonds owned. We think that the ultimate decision will have to be upon Mr. Wells' assumption, which we understand was the construction given by the insurance committee of the legislature, and which has common sense behind it. The only concern the state can possible have in the matter is to see that the reserve standard of income is maintained, and the state of Massachusetts will only be laying up trouble for itself if it insists upon anything else. Before dismissing this correspondence we desire to say that those who have attributed the letters of "Anonymous" to Deputy Commissioner Smith are entirely mistaken. Mr. Smith is neither their author nor in sympathy with their slurs upon the Connecticut Mutual Life insurance company. The deputy commissioner of Massachusetts no doubt has faults, but they are not anonymous.

Facts and Opinions.

THE law to require foreign corporations to file articles of incorporation with the secretary of state, passed by the Texas legislature during its recent session, and printed in full in our issue of May 7, and which is considered by many to apply to insurance companies, (which if true will very largely increase the taxes of those corporations in Texas) has been the subject of correspondence between Mr. Ogden, the resident secretary of the Liverpool and London and Globe at New Orleans, and President Cotton of the Underwriters Association of Texas. The former wrote to get an opinion of the bearing of the law upon insurance companies, and Mr. Cotton has replied in the following letter, which we find in the *Vindicator:*

DEAR SIR—In further reply to your esteemed favor of May 9, referring to the law passed by the last legislature of the state of Texas relative to foreign corporations, I would state that I submitted the matter to the executive committee, and they instructed me to correspond with the insurance commissioner and ascertain if said law applied to insurance companies. The commissioner referred my letter to the secretary of state, who declines to answer the question at present, because the law is not yet in effect.

By referring to the decision of the supreme court of the United States in the case of Barron *vs.* Burnside, published in the *Supreme Court Reporter*, St. Paul, Minn., May 23, 1887, and also in THE WEEKLY UNDERWRITER of May 21, you will see that the Texas law referred to is almost an exact copy of an Iowa law, therein decided. The said decision of the United States supreme court declares the Iowa law to be unconstitutional, and I am fully persuaded that they will render the same decision in regard to the Texas law.

It may be necessary to have a test case under the Texas law, after it goes into effect on January 1, 1888; in the meantime, it does not appear that anything more can be done in the premises. We may possibly get a further expression from the Texas officials before the date at which the law takes effect; if so, will keep you advised.

ARRESTS were made last week at Pittsfield, Mass., of Frederick Webber, general agent for the New York Life insurance company and Charles M. Moore, sub-agent of the same company. These arrests were made at the instance of the Massachusetts insurance department, for soliciting

insurance in the state without a license. Mr. Henry W. Baldwin of New York, representing the company, is credited with the statement that Mr. Webber is the company's agent; that he applied on June 16 to the Massachusetts insurance department for a license; that it was not granted and no notice sent of the refusal and that after waiting a month his arrest was caused. Insurance Commissioner Merrill claims that these statements are absolutely untrue and says that Messrs. Webber and Moore began operations three months or more ago in open defiance of the law. Under the new law which went into effect May 21, only residents of the state can be licensed, which of course prevented Messrs. Webber and Moore from receiving licenses, being non-residents. Had they been residents, however, said Commissioner Merrill, they would not have received licenses when recently applied for as the department was fully informed of their illegal transactions and was engaged in collecting evidence against them. Nearly a month after the new law went into effect, the Springfield agent of the company made a request that Mr. Webber be licensed. No license was asked for Moore. Commissioner Merrill further declares that if the company assumes the responsibility for and defends such violation of law as Webber's and Moore's, it will become his duty to revoke its license altogether for doing business in Massachusetts.

At Williamsport, Pa., Albert C. Miles has been arrested for acting as a fire insurance broker without having procured a license, and has been bound over for trial. The defense is that he was merely a clerk of F. D. Schweiker, a well-known agent of Williamsport, who is duly licensed, under whose instructions he solicited a risk. An appeal to Insurance Commission Forster for an opinion elicited the following reply:

Under the facts of the case as presented by you, have no doubt that Mills should be held to answer for violation of section 44, act of 1st of May, 1876. He acted as an insurance broker, without a license. The fact that he acted in this transaction as the agent of Schweiker, a licensed broker, does not shield him, for Schweiker had no authority to commission any person to do his business as a broker.

The question to be settled by the trial of Mr. Mills is whether the clerks or assistants of a licensed agent, must themselves be licensed in order to comply with Pennsylvania law.

We would respectfully suggest to the new editor of the New York *Commercial Bulletin* the propriety of giving proper credit to contemporaries from whose columns he borrows filling for his own.—*The Chronicle.*

We feel called upon to inform the present insurance editor of the New York *Daily Commercial Bulletin*, that his predecessor, Mr. Frank W. Ballard, was a strong journalist - so strong that he was very scrupulous in the matter of giving due credit for the matter which he reprinted from other papers. It is possible that the new man, whose daily exercise with the scissors and past brush is animated and skillful, may get himself disliked by not resembling in this important respect the eminent gentleman whose place he is laboriously struggling to fill.—*Insurance.*

Mr. Ballard never would have used the contents of a private bulletin, issued by The Weekly Underwriter to its customers, without obtaining permission or making due acknowledgment. But that is what the *Commercial Bulletin* did on Saturday morning last, and it added to its guilt by attempting, by some verbal alterations, to disguise the appropriation. The new editor must mend his ways or his paper will become as disreputable as the *Spectator* is.

In the annual report of the board of fire commissioners of Boston for 1886, just made, it is stated that there were 827 alarms during the year, for fires which resulted in a loss of $931,999. The citizens are congratulated by the board for the comparative immunity from large fires and losses which they have enjoyed, and for the efficiency of their fire department, while at the same time Boston is a highly combustible city. Reference is made to the general neglect of property-owners to close the hoistways of their buildings at night, and to several prosecutions which have been made in consequence. The judiciary is called upon to more severely punish future violations. The board commends the work of the night patrol system, asserting that in several instances heavy losses have been prevented and a life saved through the vigilance of the patrol. The system of still alarms, now partially in operation in the city, is given the approval of the board.

In reference to the late appearance of the Pennsylvania fire insurance report this year, the deputy insurance commissioner of that state explains, in a note to this paper, that the work was completed by the department and the manuscript given to the state printer on February 7. "This department has no control whatever over the work after it is placed in the hands of the public printer," adds our esteemed correspondent, who then proceeds to take exception to our observation that they need more of the New York and Massachusetts "snap" down there in Harrisburg, when it comes to getting out insurance reports. There was a time when the New York reports lagged because the public printer at Albany was perverse but Mr. McCall made it his business to shake up that worthy until he saw a great light, and since then the printing of the reports has been completed within a reasonable time. Try fire crackers on your somnolent printer, Mr. Deputy.

The report of the directors of the Norwich Union Fire for 1886, says that the net premium income amounted to £588,499, showing a decrease on the previous year of £341. After setting aside one-third of the premiums (£196,166) as a reserve against liabilities on policies not run off, the balance at the credit of profit and loss account, including the unappropriated balance (£98,186) brought forward from the previous year, is £198,605, out of which an interim dividend of £2 per share was paid in January last and a further dividend of £2 per share has been declared by the board. The reserve fund will be increased to £280,000 and a balance of £124,605 carried forward to next year's account. The results of the year's operations are that the rate of dividend has been maintained, the usual provision has been made for unexpired risks, £30,000 has been added to the reserve fund, and the balance carried forward is increased £26,400.

The advantages of life insurance have been made very plain to one Cincinnati family, as the following paragraph from the Chicago *Investigator* records:

A life insurance payment deserving of especial notice was the one made last Tuesday to the heirs of Samuel C. Tatum, late of Cincinnati. Three months ago Mr. Tatum, then in good health and with every prospect of long life, took out a policy in the New York Life insurance company. The contract was written under the "return premium plan," by the conditions of which the company returns not only the face of the policy but all premiums paid in case of the death of the insured before the expiration of the term. Last week Mr. Tatum died, and within seventy-two hours after proofs of death were filed, the company turned over to his estate its check for $27,410.50. Verily, it is hard to understand why a sensible person doubts that it *pays* to be insured.

Fire crackers were the cause of another New York fire, though the Fourth was passed and gone for a week. An explosion, on Monday, among the remnant of a stock kept by Thomas Lloyd on Park Place, threatened the destruction

of a large building, stored with valuable goods, and the fire was extinguished only by great exertions after inflicting a loss of $5,000 on the insurance companies. On Wednesday night an explosion of chemicals in a building in Mercer street occupied by a dealer in photographic materials produced havoc and nearly suffocated several firemen. The loss was over $50,000.

"WHAT is his name? That he was christened David is quite generally agreed, but as to his patronymic great confusion prevails. We have seen it spelled in various insurance papers "Laurie," "Lawrie," "Lowrie," "Lowry" and "Lorrie." The *Insurance World*, in a single issue, spells it three different ways, and thus is entitled to the belt for successful variegation.—*Insurance.*

The new general manager of the Fire Insurance Association of London left his card at the office of THE WEEKLY UNDERWRITER before returning to Europe and the pasteboard bears the legend "Mr. David Lawrie, Manager." That settles it!

THERE is a large sale at present of a device called the fuel cartridge, which the sellers claim will insure safety in the use of kerosene oil in kindling fire. The *American Artizan* says:

There are dozens of patent kindlers which are only a little asbestos fibre or mineral wool confined in a small package, and a handle provided for removing it from the stove after the oil with which it is saturated is burnt out. A corn cob saturated with oil is just as good, only, of course, it is consumed and requires a fresh one for next time.

THE new German-American insurance company of New Orleans is the creation, it seems, of the notorious Runck, the underground operator who works through an office at Covington, Ky., and the *Vindicator* devotes two pages of its July issue to an exposure of the connection between the concerns. It announces also that the Royal, an underground company having its headquarters at Birmingham, Ala., has fallen under the control of Runck.

A CHANGE in the western management of the farm department of the Home of New York, the headquarters of which are at Chicago, has taken place. Mr. H. H. Walker, the company's special agent at Indianapolis, has been appointed to the secretaryship of the department in place of Mr. Charles L. Currier, resigned. Mr. Currier came to the service of the Home at the time it re-insured the American Fire of Chicago, of which he was the secretary.

THE Connecticut insurance commissioner is also making arrests of agents who are soliciting without licenses from the state. At Waterbury, on Saturday, one Benjamin Pearce, was prosecuted and fined for trying to induce people to join assessment companies which are not authorized to do business in the state, and also for pursuing the business of an insurance agent without procuring a certificate from the department.

THE new United States manager for the Fire Insurance Association of London has abolished the five local agencies of the company in Chicago, which were in the hands of Fred, S. James & Co., John Naughton & Co., Charles M. Rogers, A. D. Hewitt and J. Lengacher, and concentrated the business in one agency in charge of James A. Miller & Co., who will now be known as sole agents of the company in Chicago.

THE friends of the hand grenade have contended that its efficiency depends upon the accuracy with which it is thrown at the burning object. At the Ashland House in New York, on Monday, in an incipient fire, an excited porter threw a grenade and broke the head of a San Francisco gentleman who was trying to extinguish the fire. Among the guests of that hotel faith in the hand grenade has weakened.

THE tariff committee of the New York Tariff Association issued a circular early this week addressed to the companies which have not given in their adhesion to the new proposed agreement, (printed in our issue of July 2) inviting them to do so. There are about thirty companies out. Up to yesterday afternoon very few of them had reported. There will be a meeting of the association on next Tuesday.

IN consequence of the closing of the liquor saloons of Atchison, Kas., in accordance with the new prohibitory law, thus depriving the city of the income from license fees, the mayor has notified the fire department that its services must be dispensed with. The alternative in that western settlement seems to be fire-water or fire and no water.

THE sixty-eighth semi-annual statement of the Home insurance company of New York has just been made up, and shows cash assets on July 1, of $7,855,509.62 and net suplus of $1,442,494.58. Compared with July 1, 1886, this shows an improvement of $227,107.81 in assets and $53,152.87 in net surplus.

THE anti-compact law was passed by the Michigan legislature largely through the persistent lobbying of the furniture manufacturers of Grand Rapids. The Michigan state board has advanced the rates on Grand Rapids furniture risks.

Insurance in the Courts.

The general term of the New York supreme court on Saturday affirmed the the judgment of the court below and refused to grant a new trial, in the case of Helen Traphagen, a child, by her guardian, against the Fidelity and Casualty Company, in which the jury gave a verdict of $5,000 and interest, against the company. The plaintiff was the grand daughter of Nelson Crist, a real estate agent at Newburgh, N. Y., who swindled his customers by robbery and forgery and ran away to Canada in October 1885. Previous to his flight he had taken out an accident policy in the Fidelity and Casualty for $5,000 in favor of his grandchild, Helen Traphagen. His dead body was found in a mangled condition on the track of the Great Western Railway at Clifton, Canada, and the circumstances indicated, without doubt, that the deceased had deliberately committed suicide. As a clause in the accident policy distinctly voided it in case the insured destroyed his own life, the company refused to pay the insurance and a suit was begun on behalf of the beneficiary. In the jury trial the company brought much strong testimony from Clifton to show that the facts under which the deceased stopped over at that station and the position in which the body lay on the track indicated that Crist had compassed his own death. The jury however very promptly decided that the company should pay and brought in a verdict for the full amount. The company has decided to make no further contest in a case where sympathy for a child runs so strongly against them, and has paid the amount of the judgment. Crist also had a policy in the Travelers, which that company compromised for one-half, rather than stand suit.

Personals.

AGENCY APPOINTMENTS.

Ætna Life of Hartford: W. L. Stork of Baltimore, general agent for Maryland, succeeding T. R. Alexander; Henry A. Day and M. D. Hooker, Springfield, Mass.

Anglo-Nevada: Col. John B. Kenny of Raleigh, N. C., special agent for several southern states.

Amazon of Cincinnati: B. T. Walshe & Co., New Orleans, La.

British-America of Toronto: Whitaker & Whitney, Detroit, Mich., transferred from James A. Jones.

Equitable Life: George L. North and Bert G. Snow of San Francisco, general agents for the Pacific coast, except San Francisco, succeeding W. D. Garland, who continues as to San Francisco and Hawaii; J. F. Pike, Worcester, Mass.

Guardian of London: G. O. Carpenter & Son, Boston, Mass.

Home Life of New York: Edward H. Osborn of Boston, general agent for New England.

Liberty of New York: S. C. Warriner, Springfield, Mass.; L. C. Parks & Co., Worcester, Mass.; James Prevost, New Orleans, La.; Rolla V. Watt, San Francisco, Cal.

National Life of Vermont: J. O'Roraback, Boston, Mass.

Norwich Union: Longley & Allen, Worcester, Mass.

Penn Mutual Life: John K. Faulkner of Richmond, Ky., general agent for central Kentucky.

Sun Fire Office of London: A. B. Andrews of Atlanta, special southern agent.

Union Central Life: Charles E. Lowell, general agent at Chicago.

Mr. William Perkins, president of the China Mutual insurance company of Boston, and one of the old time leading merchants of that city died on Tuesday, aged eighty-three, years. Mr. Perkins has been president of the China Mutual since 1877.

Miss Susan A. French has received a certificate from the Minnesota insurance department to do business as an insurance agent at Redwood Falls. She is the first of her sex to be so distinguished by Minnesota.

Mr. John W. Mersereau, president of the Hope Fire of New York from 1873 to 1878, when it was re-insured by the Sterling Fire, died on Sunday, on Staten Island, aged eighty years.

Mr. H. C. Leavenworth of Syracuse, N. Y., on July 1, resigned the general agency of the Massachusetts Mutual Life, to take the position of manager for the Union Mutual Life of Maine for central New York.

Mr. Edward Atkinson's mission abroad is to investigate the silver question in Europe for Secretary Bayard, says the *Standard*.

Mr. Thomas H. Behrens, special agent in Texas of the Liverpool and London and Globe, died from consumption at San Antonio, in June.

Insurance Commissioner Forster of Pennsylvania, sailed for Europe on Thursday.

Insurance Legislation.

New Hampshire.

CONCORD, N. H., July 14.—Bills in relation to the Ætna Mutual Fire, the State Mutual Fire and the American Mutual insurance companies, and to incorporate the General Stark Fire insurance company, have passed both branches of the legislature.

The time of the committee on insurance was occupied this week with hearings upon a bill to admit the Mutual Reserve Fund (co-operative) of New York. There will be no consideration of bills, which in any way affect the valued policy law before next week, and as the time for the introduction of new business has now passed, there is no probability that any effort will be directly made to repeal that law. A bill to effect such an end can only be introduced by unanimous consent, and of course that could not be obtained.

The following insurance bills were introduced in the legislature on Tuesday:

By Gen. Marston of Exeter:

An Act to provide a standard form of policy and contract for insurance companies.

SECTION 1. That the form of policy and contract of all insurance companies doing business in this state shall be substantially as follows, and not otherwise: In consideration of $——cash received, the——company insures——of——to the amount of $——from——to——against all such immediate loss or damage as shall occur by fire to the following property——.

If the insured has or shall have any other insurance, valid or invalid, on said property or any part thereof without the consent of the company written hereon, this contract and the liability of this company shall be suspended during the time of such double insurance.

If the premises shall be so occupied or used as to increase the risk or become vacant or unoccupied for more than thirty days without the consent of the insured written hereon, this contract and the liability of this company shall be suspended during the time of such increased risk, vacancy or non-occupation; but no such suspension shall be caused by such non-occupation or use as is customary among careful owners of similar property. Actual notice without writing shall be sufficient.

No suit shall be brought by the insured for a loss after two years from the time of the loss.

The amount of a partial loss and the question whether a loss is total, may be determined without the consent of the parties, by one or more referees appointed by a justice of the supreme court, on the application of either party and on notice at any time, whether a suit has or has not been brought; and further proceedings may be such as are authorized by chapter 251 of the general laws or other laws of New Hampshire.

The premiums shall be paid in cash in advance. Either party may rescind this contract, with or without cause, on five days' notice. Within three days after rescission the insurer shall return a proportional part of the cash premium that has been paid.

Within twenty days of loss and not less than sixty days before suit, the insured shall give or send the insurer a written general notice of loss. The following form of notice, or substantially equivalent thereto, shall be sufficient:

A loss by fire has occurred to property of (name), situated in the town of——, and insured by the——company.
(Date.) (Signed.)

By Mr. Abbott of Concord.

An Act relating to dividends of mutual fire insurance companies.

SECTION 1. That no mutual fire insurance company organized under the laws of this state and charging a full stock or cash premium shall make any dividend to its policy-holders, the effect of which will reduce its cash assets below seventy-five per cent. of the gross premiums received on all risks remaining in force.

SEC. 2. If from any cause, the cash assets of any mutual company shall fall below the amount required for re-insurance on the basis of a fifty per cent. reserve, and shall so remain for thirty days, an assessment shall be made upon the premium notes or policy stipulations of such company, to supply the deficiency, which assessment shall be paid within sixty days; and the failure of any policy-holder to pay such assessment within the time specified shall render his policy or policies null and void.

SEC. 3. If any company above specified shall fail to comply with the provisions of this act for the space of thirty days, the insurance commissioner shall publish the fact in one or more newspapers of general circulation and the company shall be suspended from issuing policies during the continuance of such failure.

By Mr. Sulloway of Manchester:

An Act relating to the assessment of property for insurance purposes.

SECTION 1. Hereafter the assessors or selectmen of any city, town or plantation in this state assess the value of land and the building thereon separately.

SEC. 2. The amount of damage recoverable on any policy of fire insurance written after this date upon buildings, shall in no case exceed three fourths of the assessed value of said buildings except by special agreement between the insurer and insured; such agreement shall be incorporated in the written text of the policy.

SEC. 3. All acts and parts of acts conflicting with this act are hereby repealed.

SEC. 4. This act shall take effect May 1, 1888.

On Thursday there were three more insurance bills introduced in the legislature. One makes the valued policy optional and another instructs the insurance commissioner to fix rates of fire insurance.

An Act relating to insurance.

SECTION 1. Any fire insurance company chartered by this state or licensed to do business in this state, may issue valued or indemnity policies at the option of the party to be insured.

SEC. 2. All acts and parts of acts conflicting with this act are hereby repealed.

SEC. 3. This act shall take effect upon its passage.

An Act to prevent over-insurance and consequent incendiary fires.

SECTION 1. All insurable property subject to taxation shall be assessed separately. No such property shall be insured for a sum greater than the assessed value thereof.

SEC. 2. This act shall take effect April 1st, 1888.

An Act further defining the duties of the insurance commissioner.

SECTION 1. It shall be the duty of the insurance commissioner to inquire into the cause of all fires in the state that he shall deem expedient to investigate, and he shall ascertain the cause of all other fires, so far as practicable, together with the actual loss and the insurance thereon; and tabulated and classified statistics of such results shall accompany the commissioner's annual report.

SEC. 2. It shall be the duty of the insurance commissioner to hear any complaint from any citizen of an excessive rate of insurance, and if it shall appear that said rate is excessive and unreasonable, then said commissioner shall order said rate reduced to a reasonable basis, taking into account the hazard and character of said risk, and the means and appliances employed to protect said risk from fire.

SEC. 3. The necessary expenses incurred in carrying into effect section 1 of this act shall be audited and approved by the governor and council, and paid out of any money in the treasury not otherwise appropriated.

SEC. 4. This act shall take effect from its passage.

Miscellany.

Fifty Years Insurance Progress in Great Britain.

Apropos of the Victorian Jubilee the editor of the London *Finance Chronicle* writes:

Under the constitution of our country the sovereign is very much of a figure-head, and we agree with the most republican of our readers that our Queen has not influenced materially those important interests with which we are all connected. What has been done in the insurance world during the past fifty years has been done by underwriters themselves, and rather in spite of authorities and legislatures than by aid from their fostering hand. But notwithstanding all this, it is well to note progress from time to time, and even to rejoice over it; and the Queen's jubilee gives insurance companies, as well as all other important interests, an excellent opportunity of doing so.

That the present state of insurance business—even all branches of it—affords scope and matter for congratulation there can be no doubt whatever. The progress made in the past half-century has been very much of a phenomenal character. It has made very much greater proportionate progress than has the population in the period—the results being several degrees greater than the limit attained in all previous time. This can be borne our by figures, although the statistics of the period prior to 1870 are very incomplete. The estimated amount of property insured in 1835, as calculated from the fire insurance duty returns, was £521,183,303, whereas now the amount is considerably over £2,000,000,000; whilst the premiums, from between two and three millions, have increased to about £14,000,000 including the portion received through foreign connections. The number of companies, and amount of capital embarked in the business, have, of course, greatly increased. Without making any special inquiry into the companies existing fifty years ago, we may say that of the fifty-six offices (including non-tariff) operating now, only nineteen were in existence in 1835, so that the large majority of the companies have been established within the period.

To the figures of the life offices in operation fifty years ago we have not access, but hope to obtain them, at least an approximation. But it may be seen from any life chart that of the ninety-eight or ninety-nine offices (including the chief industrial offices) now in operation, only forty-two were in existence prior to 1836. So that here also the development of the business has been very remarkable. We do not reckon in any way the large number of offices prior to 1870 which went out of existence or were amalgamated.

If we turn to the various other fields of insurance enterprise it will be seen that the development in the period has been even more remarkable. Of the twenty-five leading marine insurance companies only four were established prior to 1836. The amount of premiums received by those companies is upwards of £3,250,000.

Accident insurance is entirely a growth of the past half-century. There are twenty-five companies doing this class of business, all of which have been established since 1849, the Railway Passengers, the oldest of them, dating from that year; and no fewer than nineteen of them have been established within the last ten years. The annual income of those companies is about £550,000.

There are twelve companies transacting fidelity guarantee business, all of which have been established since 1840, that being the date of establishment of the old Guarantee Society.

The Massachusetts Rule for the Valuation of Life Assets—Another Communication by Actuary Wells.

Mr D. H. Wells, actuary of the Connecticut Mutual Life insurance company, has written the following answer to the last communication of his adversary in the Boston *Commercial Bulletin*, upon the subject of the valuation of life assets by the Massachusetts rule:

To the Editor of the Commercial Bulletin:

The criticism of "Anonymous," published in your issue of the 25th instant, is based upon such obvious misconception that I hesitate to ask space for reply. My silence might, however, be construed by those unfamiliar with the subject as an admission of the truth and force of his statement. I will endeavor to be brief, confining myself to the more essential points.

Anonymous says "The rule also says that if any asset is producing less than an average of four per cent. it shall not be rated above its productive value as a reserve investment." The law contains no such provision. There was such a provision in the original draft as presented by Commissioner Tarbox, but it was struck out by the committee. The original draft was perhaps more consistent in its absurdity, but that is not under discussion. This is sufficient answer to what Anonymous says about idle funds, and also to his attack upon the Connecticut Mutual. The criticism of Anonymous falls and my statements stand.

How the undervaluation of assets, by whatever rule, "comes from the inherent, essential theory which is the basis of the whole scheme of level premium insurance," I am unable to comprehend. The market value of investments is a fact. The assumption that four per cent. interest will be realized from such investments is simply a common assumption upon which to base certain computations. It has no inherent or essential relation to the theory of level premium insurance. The law endeavors to fit the fact to the assumption. Common sense would fit the assumption to the fact.

Anonymous does not controvert my conclusion regarding the effect of the law, but asks "What of it?" asserting that human laws do not require or forbid, but simply provide penalties. I scarcely need stop to correct the assertion. In the very section of the law which contains the clause under discussion the imperatives "shall" and "shall not" occur repeatedly; and this is but the common fact.

"What of it?" Nothing, except that a system of valuation which professes to take account, not merely of the ability to meet present claims but of future liabilities as well, and fails utterly to measure such future liabilities, and so permits a company to drift into irretrievable ruin while conforming

strictly to the letter and spirit of the law, is a delusion and a snare. Nothing, except that on this theory the whole system of state supervision is useless, and a certificate of solvency valueless. Nothing, except that the law fails of the object for which it was framed, and presents no single advantage to offset its many absurdities and disadvantages.

The Cost Issue.

And now as regards the cost. A Life company has two sources of income; the payments made by its policy-holders, and the earnings of its investments. It disburses this income to meet policy claims and pay expenses. The income and disbursements must ultimately be equal, Putting the above statement in the form of an equation, we have: Payments by policy-holders, plus earnings of investment, equal policy claims plus expenses: or, payments by policy-holders equal policy claims plus expenses less earnings of investments. The rate of interest assumed in computation obviously in no wise affects the number or amount of maturing death claims or endowments. Neither does it affect expenses, or the actual rate of interest earned on investments. It affects the actual earnings only as it affects the amount of the invested reserve; and only so does it ultimately affect the payments required from policy-holders. Were the amount of the invested reserve to remain the same, the amount required to be paid by policy-holders would remain the same, whatever the assumption as to the interest rate. As a decrease in the assumed rate of interest increases the reserve required, and so increases the absolute earnings of the reserve, it to that extent decreases the amount required from policy-holders. But the amount required to be paid by policy-holders is the cost to them of their insurance. A decrease in the interest rate does not then increase the cost of insurance; it actually decreases the amount required to be paid by the insured

Let us now discuss the figures given by Anonymous, and which he considers conclusive. A single age will serve our purpose. At age forty, for instance, Anonymous quotes the following figures. The figures are net, that is to say, they make no account of expenses, but only of death claims.

Reserve.	Premium.	1st Year Reserve.	10th Year. Reserve.
3 per cent	$26 05	$16 64	$182 28
4 " "	23 68	14 41	162 97

In my previous article, while maintaining that a change to a three per cent. basis would not increase the cost of insurance, I admitted that so far as it is the custom of our Life companies to divide annually all accruing surplus, it would modify the distribution of the cost, making the necessary payments somewhat larger in the earlier years and correspondingly smaller in the latter. Let us test the statement.

An Exhibit to the Point.

We will assume that four per cent. interest is earned, that the mortality corresponds with that of the Actuaries' Table, and disregard expenses. As in case of the three per cent. reserve only three per cent. interest need be earned to meet claims, the excess is surplus, and may be applied in part payment of the premiums as they fall due. There will be no surplus on the four per cent. basis, and the premium of $23.68 will be required in full each year. The required cash payments and the difference will be:

Year.	Cash Payments. 4 per cent.	Cash Payments. 3 per cent.	Excess 3 per cent. over 4 p c.	Excess 4 per cent. over 3 p c.
1	$23 68	$26 05	$2 37	....
5	23 68	25 10	1 42	...
10	23 68	24 16	48	....
15	23 68	23 18	....	$ 50
20	23 68	22 17	....	1 51
30	23 68	20 21	....	3 47
40	23 68	18 58	....	5 10
50	23 68	17 30	....	6 38

The expectation of life at age forty is 27.3 years, so that the insured will pay an average of twenty-eight premiums each. The first twenty-eight payments on the four per cent. basis would amount to $663.04. The first twenty-eight payments on the three per cent. basis would amount to $656.25 with a dividend credit of $5.47 applicable on the twenty-ninth payment or payable with the claim. If the insured lives to the limit of the table, the age of 100, his payments on the four per cent. basis would amount to $1,420.80; on the three per cent. basis to $1,255.15, with a post mortem dividend of $9.62.

It is true that for the first twelve years the payments on the three per cent. basis exceed those on the four per cent. basis, but the policy has a correspondingly larger value. Thus the payments for the first ten years would amount on the four per cent. basis to $236 80, and on the three per cent. basis to $251.83, a difference of $15.03. At the end of the ten years the company has on hand on the four per cent. basis:

The reserve	$162 97
Surplus	.....
Total	$162 97

On the three per cent. basis:

The reserve	$182 28
Surplus	1 89
Total	$184 17

an excess in value on the three per cent. basis of $21.20 against an overpayment of $15 03. Certainly if such a result would be fatal to level premium life insurance, it is easily killed.

Effect upon Companies.

Were we to assume a higher rate of interest the cash payments required on either basis would be reduced, but those on the three per cent. basis somewhat more than those on the four per cent. basis. Were we to assume a lower rate of interest, the four per cent. net premium would be insufficient to meet claims.

As regards my statement that "most companies would need to increase but slightly, if at all, either the premiums or the assets in hand," the premiums in common use exceed the three per cent. net premium stated above by from twenty to twenty-five per cent. No increase of such premium would be necessary. Further, on that large part of the business on which the premiums are paid in full, as tontines, semi-tontines, policies on which the dividends are used to purchase reversionary dividends or shorten the term, etc., if present premiums are sufficient, present payments are sufficient, and even the small overpayment before found as resulting from a change to a three per cent. basis disappears.

Finally, the three per cent. reserve on the existing business of Massachusetts companies would probably exceed the four per cent. reserve by not more than twelve per cent. The Massachusetts companies, as a whole, have a surplus of over seventeen per cent. of the four per cent. reserve. The smallest ratio of surplus to reserve is over seven and one-half per cent., the second over ten per cent., the others over twelve per cent. Very similar results probably obtain for other companies and justify my statement that in general no increase in assets would be required. D. H. Wells.

Hartford, Conn., June 29, 1887.

Official Reports.

Fire Insurance Business in Georgia.

Business done by Insurance Companies from April 30, 1886 to April 30, 1887.

Companies.	Risks Written.	Premiums Received.	Losses Paid.
Amazon, Cincinnati	$9,250	$159	.....
American Fire, Philadelphia	956,123	11,519	$6,289
Atlanta Home, Atlanta	5.334,572	66,239	21,189
British America, Toronto	506,956	7,036	3,624
Citizens, New York	623,113	8,000	7,733
Commercial Union, London	3,199,050	39,347	8 954
Continental, New York	3,558,590	38,072	13,268
Connecticut Fire, Hartford	1,067,522	12,145	7,5[illegible]5
Fire Insurance Association of London	737,304	11,738	2,877
Fire Association of Philadelphia	1,021,885	15,216	11,164
Factors and Traders, New Orleans	909,945	11,902	8,708
German-American, New York	2,493,876	27,412	8,720
Georgia Home, Columbus	6,019,003	76,055	34 181
Guardian Fire and Life, London	1,069,641	13,591	6,588
Germania Fire, New York	1,965,834	19,844	7,761

Companies.	Risks Written.	Premiums Received.	Losses Paid.
Hanover Fire, New York	$916,369	$11,919	$15,387
Hamburg-Bremen, Hamburg	1,249,515	17,194	8,460
Hartford Fire, Hartford	3,304,283	38,660	10,639
Home, New York	5,654,891	78,692	53,788
Imperial Fire, London	1,244,464	17,000	12,041
Insurance Company of North America	1,938,485	28,486	16,048
Lancashire, Manchester	1,826,766	23,276	9,737
Lion Fire	1,053,382	12,135	6,317
Liverpool and London and Globe	6,402,702	78,590	38,614
London Assurance Corporation	1,141,405	14 455	8,457
London and Lancashire	1,584 595	20,115	12,812
Macon Fire, Macon	687,633	11,204	4,518
Mechanics Fire, Brooklyn	1,432,946	20,197	12,047
Merchants, Newark	1,900,588	24,174	15,712
Norwich Union Fire, Norwich	1,458,921	18,494	7,923
North British and Mercantile	4,029,164	47,557	19,451
Niagara Fire, New York	915,383	10,664	12,984
Northern, London	2,061,115	23,514	7,335
Orient, Hartford	76,000	1,255	.....
Phœnix, London	2,484,829	29,826	19,555
Phenix, Brooklyn	3,342,049	47,287	15,731
Phœnix, Hartford	2,768,905	32,812	14,148
Queen, Liverpool	2 863,029	37,148	25,511
Royal, Liverpool	4,937,359	73,616	76,459
Rochester-German, Rochester	550,545	9,963	9,890
Rome Fire, Rome, Ga.	1,470,599	22 497	5,138
Scottish Union and National	1,182,896	14,318	11,215
Southern Mutual, Athens, Ga	20,011,384	237,193	65,390
Sun Fire, London	1,278,883	14,819	1 559
Western, Toronto	2,222,933	38,134	30,259
Weschester Fire, New York	486,668	6,344	12,958
Williamsburgh City, Brooklyn	3,301,990	36,502	18,427
Total	$115,839,338	$1,456,318	$727,125

Life Insurance Business in Georgia.

Companies.	Risks.	Premiums	Losses.
Ætna Life, Hartford	$1,007,784	$24,426	$10,076
Continental Life, Hartford	417.000	1,834	172
Equitable Life, New York	4,994,900	156,028	66,280
Imperial Life, Detroit	36,000	305	.....
Mutual Benefit Life, Newark	138,000	3,456	.....
Manhattan Life, New York	1,421,350	27,608	37,000
Mutual Life, New York	4,058,400	154,445	68,003
Maryland Life, Baltimore	116,000	3,762	5,000
New York Life	3,787,000	132,436	34,850
Northwestern Mutual Life, Milwaukee	2,781,784	89,475	17,982
Penn Mutual Life, Philadelphia	336,050	7,308	2,500
Provident Savings, New York	309 000	7,063	5,000
Southern Mutual Life, Louisville	331,500	10,352	2,000
Travelers Life and Accident	2,438,466	20,295	11,692
United States Life, New York	467,445	15,648	.....
Union Central Life, Cincinnati	170,500	3,729	.....
Union Mutual Life, Portland	20,204	68	902
Washington Life, New York	364,659	11,225	6,000
Totals	$23,195,982	$669,465	$267,458
Assessment Companies.			
Citizens Mutual New York	122,000	72	.....
Fidelity Mutual Philadelphia	499,000	7,523	13,000
Hartford Life and Annuity	625,000	13,158	5,000
Presbyterian Mutual, Louisville	227,000	3,554	.....
Valley Mutual, Staunton, Va	.....	2,163	.....
Totals	$1,573,000	$26,471	$18,000

Special Notices.

AGENCY (FIRE INSURANCE) FOR SALE, COUNTRY, capable of enlargement, expirations and good will for four per cent. of live business. The best of road and office equipments for less than cost. Address THE WEEKLY UNDERWRITER for particulars.

T. J. TEMPLE & CO.,
Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public :

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued withou medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

The American Fire Insurance Co.,
PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

Western Assurance Company,
HEAD OFFICE—TORONTO, CANADA.
INCORPORATED 1851.
A. M. SMITH, President. J. J. KENNY, Managing Director.
UNITED STATES TRUSTEES.
WM. H. GUION, of Williams & Guion, (Guion Steamship Line) New York
WM. A. BOOTH, President Third National Bank, New York.
ARTHUR B GRAVES, President St Nicholas Bank, New York.

Germania Fire Insurance Co.,
179 BROADWAY, NEW YORK.
ORGANIZED 1859.
STATEMENT JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	777,281 75
Reserve for Losses under adjustment and other liabilities	85,408 02
Not Surplus	638,083 85
	$2,500,773 62

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

THE UNITED FIRE RE-INSURANCE Co
LIMITED
OF MANCHESTER, ENGLAND.
UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK
WILLIAM WOOD, Manager.

The Prudential Insurance Co.
OF AMERICA.
NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.
JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

Commercial Union Assurance Co.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Suplus as regards policy-holders	2,033,555 86

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,574,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President — F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. — CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. — C. H. DUTCHER, Sec. Brooklyn.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. — WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. — EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire. 6 Pine St.: Marine. 16 & 18 Exchange Place.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. — CHARLES R. BURT Sec'y.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887. 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. 'It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, — Second Vice-Pres., H. B. STOKES.
Secretary, H. Y. WEMPLE. — Actuary, S. N. STEBBINS.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON.....Chicago.
H. K. LINDSEY.....Cincinnati.
E. W. CARPENTER.....San Francisco.
HUTSON LEE.....Charleston, S. C.
S. O. COTTON & BRO.....Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

Liverpool & London & Globe Ins. Co.,

ESTABLISHED, 1836. ENTERED UNITED STATES, 1851.

NEW YORK OFFICE:
WILLIAM & PINE STREETS.

NEW ENGLAND, NEW YORK, PENNSYLVANIA, OHIO, INDIANA, KENTUCKY, TENNESSEE, ARKANSAS, MARYLAND, DELAWARE, DISTRICT OF COLUMBIA, VIRGINIA, WEST VIRGINIA, NORTH AND SOUTH CAROLINA,

J. E. PULSFORD, Resident Manager.

CHICAGO OFFICE:
124 LA SALLE STREET,

ILLINOIS, MICHIGAN, IOWA, WISCONSIN, MINNESOTA, MISSOURI, KANSAS, NEBRASKA, COLORADO, DAKOTA, MONTANA, UTAH, WYOMING, AND NEW MEXICO.

WILLIAM WARREN, Resident Secretary.

NEW ORLEANS OFFICE:
Corner CARONDELET AND GRAVIER STREETS.

LOUISIANA, MISSISSIPPI, ALABAMA, GEORGIA, FLORIDA, TEXAS.

HENRY V. OGDEN, Resident Secretary.
JULES P. ROUX, Assistant Secretary.

SAN FRANCISCO OFFICE:
422 CALIFORNIA STREET.

CALIFORNIA, NEVADA, OREGON, ARIZONA, WASHINGTON TERRITORY, IDAHO

CHARLES D. HAVEN, Resident Secretary.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY OF MILWAUKEE

Is now in the twenty-ninth year of its existence. Its good points include rapid progress, large surplus, large dividends, and a low death rate (0.82 per cent. in 1886).

Amount of insurance in force January 1, 1881, $64,967,081.00
" " " " 1, 1884, 92,083,093.00
" " " " 1, 1887, 127,629,903.00

Surplus on 4 per cent. basis, $4,429,181.07; on 3 per cent. basis, $1,073,620.07. Its dividends are unsurpassed. It is the only Company which has, in recent years, printed tables of current cash dividends for the information of the public.

THE NORTHWESTERN HAS DONE THIS FOR SIXTEEN CONSECUTIVE YEARS.

H. L. PALMER, President. MATTHEW KEENAN, Vice Prest. WILLARD MERRILL, 2d Vice Prest.
EMORY McCLINTOCK, Actuary. J. W. SKINNER, Secretary. L. McKNIGHT, M. D., Med. Director.
J. F. MAKLEY, Assistant Sup't of Agencies Eastern Department, 150 Broadway, New York City.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,123 31

POLICIES ABSOLUTELY NON-FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

JANUARY 1, 1887.

CAPITAL PAID IN CASH	$1,000,000 00
Reserve for all Liabilities, including Re-insurance	3,826,085 00
Net Surplus	557,087 00
TOTAL ASSETS	$5,383,172 00

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes and Cyclones, Farm Property and Coastwise Marine.

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - 164 Dearborn Street, CHICAGO, ILL

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't, PHILANDER SHAW, Secretary

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Connecticut General Life Ins. Co.

HARTFORD, CONN.

Assets January 1, 1886. - - - - - $1,561,414 25

Liabilities, N. Y. Standard	$1,107,997 53
Surplus to Policy-holders by N. Y. Standard	$443,416 72

Of which $103,873 50 is a Special Reserve due Savings Endowment Policies
T. W. RUSSELL, President. F. O. HUDSON, Secretary

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.
20 KILBY STREET, - - - - BOSTON, MASS
JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A. SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464.543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445.320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413.982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493.94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.9
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450.221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 50 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, JULY 23, 1887. NO. 4.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THAT bright paper, the St. Louis *Examiner*, makes merry over the proposition of the "Cutter" companies to cheapen fire insurance by taking exchange lines from each other at five per cent. commission. There are lots of fun in this business of insurance to a mind rightly attuned. We can match the Cutter people with the Boston man who proposes to cheapen life insurance by assuming that the interest rate will be six per cent. instead of four and both are of kin to the Irishman who, when told that a certain stove would save half the fuel, exclaimed "be gorra I'll buy two and save it all!" And then there was that other worthy ancient who proposed to lift himself over the fence by tugging at his boot straps. They are not all dead, those fellows, by any means, and the fool killer is sadly neglecting his duty.

THE two cases against the Charter Oak Life receivers, already tried in the United States circuit court in Iowa and Missouri, indicate pretty clearly what will be the fate of Mr. Studwell's attempt in New York to secure for himself and his associates more than their fair share of the assets of the company. Judge Shiras, in Iowa, and Judge Thayer, in Missouri, both sustain the demurrer of the company's receivers, and turn over the property of the corporation to them to be distributed in accordance with Connecticut law. Judge Shiras dwells at length upon the justice of this disposition of the matter, and says that such a rule as is contended for would put it in the power of the managers of the company when bankruptcy became probable, to make preferred claimants of the policy-holders in any state to the exclusion of those of another state. The complainants he says, "have the right to insist, as against all other creditors, that the charter rights shall be carried into effect, and the other creditors have the like right to so insist as against complainants." Both decisions insist that the laws of the state where a company is incorporated are a part of its charter and are binding upon all its members everywhere. Both quote as authoritative the decisions in the cases of the Missouri companies. The Missouri judge says: "The charter of the company and the winding up act of the state of Connecticut, which must determine the rights of policy-holders as between themselves and as between themselves and the company, did not contemplate that there should be a mere 'race of diligence' between policy-holders in the event of insolvency." In view of these two decisions, and of those of a similar character which preceded them, we think that it may be considered as a settled fact that Mr. Studwell will succeed only in putting some money into the pockets of the lawyers, and to that extent in depleting the assets and reducing the dividends of himself and his fellow policy-holders. He may also succeed in delaying a final settlement of the receivership, and these will be the measure of his successes. Our courts do not take kindly to the "grab game," and are not likely to assist suitors in a "race of diligence."

"SELLING off at cost," or even "below cost," is not an unusual sign in mercantile business, and the sign is sometimes hung out truthfully and means what it says. Such an announcement does not impress the beholder with the belief that the merchant using it is going to the dogs, either. In all business there are occasions when it is found useful to stimulate trade by offering bargains, and when certain lines of goods are sold at a sacrifice in order to secure trade for others that are profitable. So in fire insurance there are times when rates run low and certain classes of business are written at a loss. Do we therefore conclude that the bottom is dropping out of fire insurance, and that we ought at once to call a mass meeting and implore companies to advance rates to a paying point, lest we all, stockholders and policy-holders, become involved in a common ruin? That is what we should expect if we believed one-half the stuff that is written about fire insurance. But nobody does believe it, not even the writers, nor the underwriters. And yet they try to pursuade the public that unless a given company is making money it is unsafe to insure with it. We should like to see some company come out boldly and advertise that it was selling insurance at cost or even below cost, and prove its assertion by its annual statement. We venture the assertion that it would get all the business it wanted if it had the assets to back up its promises. The public are not fools. They know that the fire insurance companies in this country are strong enough to give away their policies for the next two years and still not impair their capital. Some could not do it so long, and some could do it longer. Selling below cost is just what the dear public would like to see done, and they would rush for the bargains as they do now for cheap dry goods and groceries. And yet there are underwriters who affect to believe that the public are so interested in the maintenance of rates that they would shun a company which did not show a profitable year in the January statement. What the public want to know is, how much you can afford to lose, and what is the best way to get it out of you.

THERE appears to be a great deal of sense it the leading article of the *Golden Gate* for June, which deals with a proposition made by a St. Louis grocer for a mutual system of fire insurance, and which suggests the application of the old maxim *ne sutor ultra crepidam*. A number of other well meaning but not fully informed people are abroad with plans for conducting the fire insurance business. There was the Michigan scheme, which contemplated insurance by the state, and a New Hampshire doctor has a simi-

lar one which, it is understood, he will propose to the legislature of that state. Mental activity in this line is praiseworthy, but we want to hint to the various outsiders who are engaged with the problem, that there is another one which ought to commend itself to their attention, in which they will not have so much competition, and the solution of which will be of more wide-spread advantage, and will at the same time settle the question of cheap insurance. Only a certain proportion, say one-half, of the combustible property in the United States is covered by insurance. That is being taken care of—that is protected against loss—by the present insurance system. The other half is unprotected, and the whole of it is in constant danger of destruction. On a recent vacation trip we saw, within twenty-four hours, four towns which have within a very few years been sorely ravaged by fire: Boston, Portland, Eastport and St. John. We all know of the suffering entailed by those fires, and yet, we are sorry to be obliged to write that of all the public benefactors who have so much to say about insurance, not one has turned his serious attention to the prevention of the calamities which make insurance necessary. Any man considers himself capable of evolving a plan of insurance which shall overshadow all the plans that have been the growth of years and the fruit of experience, but no man undertakes to deal with the fire fiend. Let some of these ingenious tinkers turn their attention to building methods, to the carelessness which permits the National holiday to be made the occasion of offering up a city like Portland, to the defects in water supply which make the best fire departments valueless, and all the other means by which we succeed in destroying more property than any other civilized nation on earth. The insurance companies will try their best to take such care, as is possible, of their carelessness while they are engaged in this study—a study which, if successful, will not only reduce the cost of fire insurance but save uninsured property as well.

THE *Guardian* of a recent date prints the following paragraph, which we transfer to our columns, as it contains a correction of a statement in THE WEEKLY UNDERWRITER, and we never knowingly permit our errors to mislead our readers :

> THE WEEKLY UNDERWRITER is again disturbed because the agents of certain assessment companies are using a list of over "700 old-line life companies that have suspended in the United States," and so goes to work to rehearse the particulars in which this list is "padded." THE WEEKLY UNDERWRITER is mistaken. The list simply purports to give the names of companies that have been chartered in these United States with the privilege of doing a level-premium life business. When THE WEEKLY UNDERWRITER states that the list contains a "large number of companies that might have been chartered, but never were," it states what is not true, for every name represents a charter actually issued. It has evidently confounded this list with the list of assessment companies (alleged to be defunct) which the old-line agents are using. That list is padded—we have the authority of THE WEEKLY UNDERWRITER itself on that point. It does contain the names of companies that never were chartered, and never had an existence, and it does purport to give the names of companies that have suspended, and in this respect is absolutely and unqualifiedly false. THE WEEKLY UNDERWRITER seems to have got hold of facts, but has unfortunately, applied them to the wrong list.

Instead of being disturbed we appear to have disturbed the *Guardian*, and it occurs to us that possibly that list of old line companies is part of its stock in trade. We wrote from recollection, and shall be glad if our contemporary will send us a copy of its "list," to either amend our remark or point out the names of some companies that appear in it that were never chartered to do a level premium business. We do not think that it will be necessary for us to amend. If any old-line agents are using a list—a complete list—of all the defunct assessment companies, it must be a rather heavy load to carry about this hot weather, and must need frequent correction by addition. Perhaps that is what Webber keeps a private secretary for—to record the deaths of assessment companies as they occur. It would be a cold day when he had no business.

ANOTHER instance of the care exercised by the daily press in its treatment of insurance and insurance companies, is found in the case of the New York *Times*, which permits a nameless correspondent to present its readers with a sensation regarding the examination, by the Connecticut insurance commissioner, of the Continental Life insurance company. In another week, if space is given him, that veracious correspondent calculates to have the whole city of Hartford wild about this matter, and yet, the truth must be told, there is no excitement about it anywhere beyond the end of his pen. It is the duty of the insurance commissioner of Connecticut to examine all the companies of that state once in three years. Commissioner Fyler, now in the second year of his incumbency, has begun his examination. So far as we can ascertain that is all there is of it. The correspondent of the *Times* has made for himself and his readers a valuation of the company's assets, the insurance department has made none. In this valuation he marks down the company's holding of Utica and Standard cement stocks something over two hundred thousand dollars. Utica stock is paying six per cent. dividends and earning more, Standard is earning dividends but so far has put all its earnings into its work, in order to fill its contracts. We are not going here to tell the story of the company's acquisition of these stocks, and we shall not attempt to value them. The officers and directors are satisfied with them and assert that they are worth much more than they stand at on the books, and presumably they will be able to satisfy the authorities upon that point. Having an insurance commissioner we insist that he ought to be permitted to attend to this business of examining companies and that he should not be forestalled by some irresponsible scribbler who for the time has the privilege of filling space on a New York daily paper, and who may happen to have a real or fancied grievance to revenge. This writer leaves no doubt of his desire to injure, and it is to be regretted that he has been given the opportunity.

An Assessment Romance.

A REPRESENTATIVE of the *Insurance Sun*, in London, has interviewed Mr. N. W. Bloss, one of the vice-presidents of the Mutual Reserve Fund Life Association, and much that Mr. Bloss says will sound so familiarly to readers on this side the Atlantic that we give his points.

The Mutual Reserve Fund is unique, Mr. Bloss says, among assessment companies, and we think that he is right, but not exactly in the sense in which he uses the word. It is not unique in having a trust fund, since other companies have had and now have, such funds. Mr. Bloss also attributes the favorable mortality of his association to the careful selection of risks, which has earned for its "medical department the highest praise from the insurance department of

New York." The only comment upon its medical department which we can now recall was that it had taken a large number of risks without any medical examination at all, and that the company had to make two double assessments owing to the prevalence of "pneumonia" among its members. We must have missed those "terms of highest praise."

Then, again, Mr. Bloss admits that there are lapses, but they are due to the habits of the people of the United States, and at any rate, they are less than in the old line companies. The explanation of the fickleness of policy-holders is a very good one. It *is* a habit. But unfortunately Mr. Bloss doesn't tell the truth about his company in comparison with old line companies. The Americans are fickle as to insurance, but they are especially fickle when it comes to holding on to assessment insurance, and are still more so when it comes to staying in Mr. Bloss's company. Taking the business on the books of companies reporting to the New York department on the first of January, 1886, and the terminations in 1886, the Mutual Reserve Fund lost about twenty-four and a half per cent., all the assessment companies about sixteen per cent., and the "old line" companies twelve per cent. If we take the business at the end of the year, the terminations of the year are, for the Mutual Reserve Fund twenty per cent., for the assessment companies (including the Mutual Reserve) fifteen and a half per cent., and for the life insurance companies a trifle under eleven per cent.

Mr. Bloss also told the *Sun* that the Mutual Reserve Fund contests unfair claims, but less than a quarter as many as the old line companies of America. We presume that he means to be understood literally, that the Mutual Reserve Fund only contests about a quarter as many claims as all the old line companies in the United States, because that *is* about the proportion. At the close of 1885 the old line companies doing business in New York had $387,000 of resisted claims, and the Mutual Reserve Fund had $124,000. At the close of 1886 the figures were $355,000 to $55,000. The Mutual Reserve Fund pays about a million dollars in claims and the other companies thirty-eight millions. Mr. Bloss makes an ingenious statement about this, but can it be called ingenuous?

As a sufficient answer to all cavillers, Mr. Bloss tells the *Sun* reporter that his association made the biggest record ever known in New York, last year, writing over fifteen millions. That is the way the association is appreciated at home! Well, it is easy enough to write "dummy" insurance in New York, or elsewhere. About $5,600,000 of that fifteen millions remained on the books at the end of the year.

Perhaps the reader will ask why we occupy so much space with this matter? Well, we had a little curiosity to see whether the representatives of the Mutual Reserve Fund were telling the same sort of lies in England that we have become so accustomed to here. We do not find them essentially different, and must conclude that they have exhausted invention in that line, or else that Mr. Harper has not cabled his latest to the other side. We have also a little curiosity to know whether our English exchanges will let Mr. Bloss continue unchallenged his falsification of the official records.

THE new Columbia Fire and Marine of Portland, Oregon, has begun business as a non-boarder, and the board companies at Portland meet it by granting "reliefs" to write under the regular rates.

Facts and Opinions.

AT the adjourned annual meeting of the New York Tariff Association held on Tuesday, the following officers and standing committees were elected to serve to May 1, 1888.

President, John H. Washburn of the Home; vice-president, Charles Sewall of the Commercial Union; secretary and treasurer, Wm. DeL. Boughton.

Executive committee: Wm. A. Anderson, chairman; D. F. Fernald, A. D. Irving, Jeffrey Beavan, W. W. Underhill, J. A. Alexander, Charles A. Hull.

Committee on tariff: George M. Coit, chairman; Wm. S. Banta, F. O. Affeld, A. M. Kirby, M. A. Stone, George T. Patterson, Jr., H. W. Eaton, Samuel P. Blagden, Henry H. Hall, E. R. Kennedy, David Adee, James A. Silvey, West Pollock, William B. Ogden, Edward Litchfield.

The resignations of three members of the association were offered and accepted. The withdrawing members were the Stuyvesant insurance company, T. Y. Brown, representing the Glens Falls, Grand Rapids, Milwaukee Mechanics and Home Mutual of San Francisco, and Frame & Hare, representing the American Fire and Pennsylvania Fire of Philadelphia, Boylston and Firemens Fire of Boston and Manufacturers and Merchants and Western of Pittsburgh. The Norwich Union, which has been a member of the association independently of Frame & Hare, its American managers, continues its membership. The following action was taken by the association and ordered to be enforced:

That rated risks in New York city be written only at the head office of the company, or if it be a company of another city, state or country, at the chief agency; that rated risks shall not be written for a longer term than one year, except at the pro rata of the annual rate; members agree to give to members of the association the first choice of business which members may control; that hereafter the southern boundary of the tariff district be through the center of Reade street, the section of the district south of Reade street is no longer in the tariff district, but specific ratings below Reade street, are still in force.

THE Manchester *Union* of New Hampshire reprints from THE WEEKLY UNDERWRITER the report of our interviews with prominent New York fire insurance managers, in which they expressed the belief that Mr. McLane's insurance bill in the legislature could not woo them back into the Granite State. The *Union* affects indignation at these "insurance lords" of ours and proceeds to stir up the state pride of the legislators, in this way:

The above is copied from THE WEEKLY UNDERWRITER of New York, a representative insurance journal. The interviews with prominent insurance boycotters shows the same self-sufficient, arrogant spirit manifested when the valued policy law was passed, and if any other evidence was needed to convince our people that nothing short of the absolute humiliation and degradation of New Hampshire would satisfy these insurance lords they have furnished it. It ought also to convince every New Hampshire man that to amend the present law at this session in any particular would only gratify the insurance combination and add to their self-importance, without any benefit to the state whatever, and therefore it is the plain duty of the legislature to let the whole matter entirely alone for at least two years more, when it will be demonstrated whether the boycotters have any case against the people of New Hampshire or not.

It is not difficult to understand why the *Union* is so bitterly opposed to any legislation which will induce the outside agency companies to return. Its editor and proprietor is also the president of a local fire insurance company, and just at present the local companies prefer to have the state all to themselves and to stick the public in bouncing rates, which they are just doing the best they know how.

THE Manchester, N. H., *Union*, (whose editor and proprietor is president of a local insurance "monopoly," the Peoples Fire insurance company) discussing the repeal of

the valued policy law, asks angrily "Is the state to humble itself and crawl like a dog after the boycotting companies?" and then answers the conundrum as follows (the italics in the extract are ours):

We think not, for it has not yet ceased smarting from the insult offered by this great insurance combination, and our people are slow to forget a wrong of that kind. Governor Sawyer's brave message on this question ought to have settled it for this session, and taught the friends of those companies that the door they went out through nearly two years ago and slammed in our faces can be opened only by those who went through and slammed it, instead of by the honest, industrious, hardworking people who suffered the outrage. Let the legislature of this state stand by those who stood by them, and do it with practical unanimity and strengthen the hands of friends instead of foes. Mr. McLane's bill and all kindred measures should be driven out of this legislature unceremoniously. *If any legislation is to be had it should be to reduce the tax upon the home insurance capital and help instead of trying to crush.*

THE arrest was made on Wednesday of A. B. Thorn, the Brooklyn insurance agent, formerly fire marshal of Brooklyn, on a charge of obtaining money under false pretences from George M. Simonson, another insurance agent. The accusation is that Mr. Thorn induced Mr. Simonson to exchange bank checks with him, and that when Thorn's check was presented at the bank it was pronounced worthless. He was arrested and held to bail to appear and answer the charge on next Tuesday. He explains that Simonson owes him money which he cannot collect and he took this means of getting it. The penalty for the offense, on conviction, is from one to five years imprisonment at hard labor.

THE publisher of an enterprising and largely circulated weekly paper in Great Britain offers, as an inducement to buyers, to pay $500 to the heirs of any person killed in a railway accident who has a copy of the paper in his possession when he is slaughtered. The publisher in turn is protected by the Railway Passengers Assurance company. Now comes the inland revenue department of the government and demands a penny for every copy of the paper sold, holding that it is an insurance policy and liable to the customary duty. The matter is to be fought out in the law courts, says a London contemporary.

THE Massachusetts insurance commissioner, says our Boston correspondent, has, on account of statements made in published interviews with representatives of the New York Life that the company would uphold and back Messrs. Webber and Moore, the arrested agents, written the company inquiring whether such a position would be taken. He has received a reply saying that the interviewed persons were not authorized to speak for the company as they had done, and any intention of upholding Messrs. Webber and Moore in wrong-doing was disavowed. As a result it is probable that the attorney-general will not give any further consideration to the letter of the commissioner regarding the company.

TOUCHING the Quebec provincial tax on insurance companies, the Toronto *Budget* says:

The Privy Council has sustained the Quebec (provincial) government, in the matter of the tax on banks, insurance companies, etc. That is a final settlement of a dispute begun about five years ago. The provincial government placed a business tax on the bodies named. These disputed the power of the government. The matter was submitted to the courts and found its way to the Privy Council, England. The decision of that august body is given at the beginning of this item. This will give the government, it is estimated, $650,000, which, in the low condition of the provincial finances, will be a veritable god-send to the treasury.

THE *Coast Review* publishes comparative tables showing the insurance loss in the Pacific coast states in the first six months of 1885, 1886 and 1887, respectively. The totals for the first are $1,048,625; second, $1,471,077; third, $865,877. The improvement on last year is marked: The *Coast Review* says:

Basing an estimate on the experience of the companies in the latter halves of these years (1885-1886), we may venture the probable loss for the entire coast (in 1887) at the liberal estimate of $2,900,000 or $3,000,000. The premium income will be in the neighborhood of $8,000,000. We therefore estimate the loss ratio on this coast for 1887, at less than forty per cent.

APPLICATION to do a marine insurance business in Massachusetts has been made by the London Assurance Corporation which has been engaged in a fire insurance business in that state since 1872. The new insurance law prohibits a foreign company hereafter admitted from doing more than one kind or class of business in the state, but the attorney general expresses the opinion that as the London Assurance Corporation is already in the state, it can by making an additional and distinct deposit also do a marine business.

THE clerk of the Boston Board of Fire Underwriters, Archibald McInnes, after a great deal of labor has completed the revision of the tariff rates on risks in the inspection district of Boston, made necessary by the recent reduction of 15 per cent. on buildings and 10 per cent on contents. The list makes a bound book of 182 pages and is a most valuable work. Copies have been sent to the tariff associations in the principal cities of the country, and also to all the agents and principal brokers in Boston.

THE New England Mutual Life is unfortunate in some of its representatives. A second recent defalcation among its general agents is announced, that of its New Orleans man, Randall, being already generally known. The later defaulter is Thomas L. Kief, the company's general agent at Kansas city, who has appropriated $10,000 and decamped. Mr. Thompson, superintendent of agencies, has taken possession of his office and accounts. The claim against the New Orleans defaulter is for $37,000.

THE burning of the Metropolitan Storage Warehouse on Broadway and Thirty-eight street on last Saturday morning, entailed a loss on depositors, owners and insurers of about a half million of dollars. The building had been represented to those storing their property in it, as fire proof. The swindle was evident as soon as a fire began: the flames met with no obstruction and reduced the establishment to ruins n short order.

THE New York *Insurance Record* office has published the tenth annual issue of its "Insurance Directory" of New York, Brooklyn, Newark and Jersey City, being for 1887-88. This issue, like its predecessors, is useful and handy. Considered typographically it is not gotten up with the taste displayed in the Boston and Philadelphia insurance directories Is this fair to the fame of the metropolis, Mr. Publisher?

AT the session of the Canadian parliament, just closed, the following insurance companies were incorporated: Manufacturers Life, Canadian Accident Assurance, Manufacturers Accident, Canadian Horse, and Equity insurance company.

The *Insurance Times* for July adds to its galaxy of portraits of fire insurance celebrities, a likeness of ex-Manager Pulsford of the Liverpool and London and Globe. Just here is an opportunity of saying that the *Insurance Times* has improved greatly in appearance, matter and manner under its

present management and that it is among the most readable, and enterprising of the monthlies.

THE new plan of "insurance" offered to Commissioner Merrill by the managers of the Order of the Iron Hall, has been found by the commissioner to be equally as objectionable as that upon which the order was enjoined. The matter has again been put in the hands of the attorney-general, where it will remain until the order is dissolved by the court.

A COMMITTEE representing the Boston city government, is investigating the systems of underground electric wires in New York, Philadelphia and Washington with the view of requiring the telegraph, telephone and electric lighting companies in Boston to bury their wires, which they are indisposed to do and pretend cannot be done in that city.

FOUR California fire insurance companies, to wit; the California, Fireman's Fund, Commercial and Union, together with the Union of New Zealand, have associated under the name of the "Underwriters' Guild" to transact business in the British settlements on the Chinese and Japanese coasts.

THE new business of the United States Life in the first six months of 1887 was $2,688,025, against $1,866,355 in the corresponding months last year. The total amount of insurance in force is now $21,925,123, against $20,130,118 in 1886.

THE annual meeting of the Northwestern Mutual Life and also the meeting of the company's general agents, occurred at Milwaukee last Wednesday, with very satisfactory results.

THE Agricultural of Watertown, has added $25,000 in United States bonds to its deposit with the Canadian government, at Ottawa, making its entire deposit $125,000.

WE have received the Colorado insurance report for 1887, and reprint from it elsewhere the belated figures of life and accident insurance in the state in 1886.

FIRES in New Hampshire, for six months ending July 1, were 136 in number, causing a loss of $1,031,102. The insurance involved was $588,485.

THE outstanding risks of the Memphis City Fire have been taken by the North British and Mercantile.

Personals.

AGENCY APPOINTMENTS.

American Surety of New York: J. M. Sheppard, Jr., Fall River, Mass.

British America of Toronto: William F. Lunt, Quincy, Mass.

Clinton Fire of New York: George W. Montgomery & Co., Chicago, Ill., second local agents.

Hartford Fire: Nicholas Frost, Lancaster, Mass.

New Hampshire Fire: James Doyle & Co., Holyoke, Mass.

United States Fire of New York: Butler & Haldan, of San Francisco, general agents for the Pacific coast.

Mr. Jonathan Hunt, the veteran San Francisco fire underwriter, and former Pacific coast general agent of the Insurance Company of North America, Continental, Royal, London and Lancashire, etc., died on July 4, at his home at Oakland, Cal., aged eighty-four years. The *Coast Review* says that he was at one time tax collector of San Francisco, and subsequently, president of the Pacific insurance company. Before going to California in 1855, Mr. Hunt was a New York merchant.

Ex-Superintendent Reinmund of Ohio has issued a circular to the members and agents of the Mutual Reserve Fund Life Association, announcing his appointment as "Comptroller" of that organization. Mr. Reinmund says that upon the expiration of his official term in Ohio he received several tempting offers, from both level premium and assessment companies but he decided to cast his lot with the Mutual Reserve Fund.

Mr. Henry A. Lyman has been appointed by the Mutual Life, managing agent of a bureau established at Washington, D. C., to be known as the Army and Navy Bureau, which will have charge of the insuring of the lives of officers of the army, navy, and marine corps. The bureau will have at its head Gen. Orlando B. Willcox, U. S. A. who was recently retired from the active list of army generals.

Mr. Andrew Wesson, who organized the old Croton Fire insurance company of New York in 1864 and was its president four years, died on Sunday at New London, Conn., of paralysis, aged eighty-one years. He has been in the insurance brokerage business in New York during the past twenty years, as a member of the firm of Wesson & Gibson, at No. 210 Broadway.

Maj. George W. Burns, special agent in California for the Ætna Life, died from the effects of an amputation of a leg on July 11. He was accidentally run over at Sacramento in May, and lingered in pain two months until the surgeons finished him. Maj. Burns was a native of Illinois, an officer in the civil war, and at the time of his death sixty-two years old.

Sir John A. Macdonald, the Canadian premier, has been elected the first president of the new Manufacturers Life Insurance company of Toronto. Mr. J. B. Carlisle has been appointed managing director.

Mr. Charles Hancock, barrister and insurance reformer, who annually pokes up the directors of the Atlas of London, has been entertaining our Mr. Blaine of Maine, at No. 125, Queen's-Gate, London.

Mr. George L. De Blois has been elected president of the China Mutual of Boston, succeeding the late Mr. Perkins, and Mr. E. A. Poole succeeds Mr. De Blois as secretary.

Mr. George Edgar of the New York office of the Commercial Union of London, has been appointed superintendent of agencies of the Liberty of New York.

Mr. George L. Chase, president of the Hartford Fire Insurance company, has returned from his European trip.

Mr. James J. Cronan, surveyor for A. M. Bullard, Insurance agent of Boston, died Wednesday last.

Insurance in the Courts.

In the New York supreme court chambers, on July 15, Justice Potter granted twenty-two writs of certiorari against the New York commissioners of taxes, and the board of aldermen, in behalf of as many New York fire insurance companies. These writs are a part of the litigation which the companies have been carrying on for some time in regard to the rule of taxation which should be adopted by the city toward them. The commissioners of taxes and assessments, in arriving at the sums for which the insurance companies shall be taxed, have added together, in each case, the capital and surplus. The companies claim that the market value of the shares is the true rule. For instance, a company may have a capital of $200,000 and a surplus of $150,000. The commissioners have added these two sums together and taxed it for $350,000. Its capital stock is divided into 2,000 shares, selling in the market at 120, amounting in all to $240,000, $110,000 less than the total amount of the capital and surplus. The companies claim that such a company should be taxed upon $240,000 and not upon $350,000. In addition to this difference of opinion the companies and the commissioners disagree about the way in which shares of national bank stock owned by the companies should be taxed.

A test case was made a year ago and the general term of the supreme court, last June, decided partly in favor of the companies, but more in favor of the commissioners. The companies propose to take the case up to the court of appeals and in order that this year's tax may not be collected of them pending the determination of that appeal, these writs of certiorari have been obtained. They command the commissioners to bring all the records of their proceedings in the assessments of this year's taxes upon the twenty-two insurance companies above named before Justice Potter on the first Monday of August, in order that he may consider the legality of their acts. Probably nothing will really be done before him; but the matter will be allowed to wait the

decision of the court of appeals in the old case, and meanwhile the collection of taxes from the companies by the city will be stopped.

Distribution of the Assets of the Charter Oak Life—The Exclusive Jurisdiction of the Connecticut Receivers Affirmed.

Two cases have recently been decided by United States district judges, denying the rights of creditors of the Charter Oak Life insurance company, in certain states, to the distribution of the property of the company in those states for the sole use and benefit of said creditors, and recognizing the claim of the receivers appointed by the court of the company's home state, to the jurisdiction of the company's entire assets for distribution equitably among *all* the creditors. The following is a summary statement of these decisions:

In the United States circuit court for the southern district of Iowa, May term, in the case of Person *et al. vs.* the Charter Oak Life, Judge Shiras stated that the cause was begun by creditors of the company residing in Iowa, who by reason of such residence claimed a superior equity over non-resident creditors in and to the assets of the company found in Iowa, saying of the receivers appointed in Connecticut that they are foreign receivers, and, as such, "have no standing in the courts of Iowa, no authority to sue therein, and no right in or control over the property of the insurance company situated in any other state than Connecticut, and that the courts of Iowa will not compel citizens of Iowa to such protection in the courts of other states, by permitting or aiding foreign receivers to take possession of the assets of the company found in Iowa, and remove the same into another jurisdiction."

The Iowa state court appointed a receiver and several Iowa policy-holders intervened for the protection of their interests, and the receivers appointed in Connecticut likewise intervened and asked that the order appointing the receiver in Iowa be set aside, that their right to the possession and control of the assets of the company in Iowa be recognized, and that, if deemed necessary, an ancillary appointment of a receiver for the common benefit of all creditors be made by this court.

Judge Shiras, after reviewing the cases relied upon by counsel on both sides to sustain their contention, says:

As there is not to be found in the statutes of Iowa any provision attempting to secure superior rights to Iowa creditors in the assets of the company situated in Iowa, and as the charter of the company does not confer such, it follows that if the Iowa creditors have such superior rights, it must be based upon the idea that the state recognizes the claims of Iowa citizens to property found in the state, to be always superior to those of non-residents, and if this be true, then in all cases of administration of estates, assignments for benefit of creditors, creditors' bills, foreclosure of railroad and other mortgages, and in all other cases in which a court of equity is called upon to marshal assets and distribute the same, the superior equity of the citizens of Iowa must be recognized, and the equally meritorious claims of non-residents must be postponed until the Iowans are paid in full. The statement of the proposition ought to be its sufficient refutation. When the assets and fund to be distributed is a common one, derived from the payments made by all creditors as in case of an insurance company, the fact that part or the whole of the assets may be invested in any one state, does not give to the creditors residing in such state a superior right thereto.

As already stated, the charter of the Charter Oak company secures to its policy-holders and creditors the right to an equitable participation in the assets of the company in case of insolvency and dissolution.

To bring about such equitable distribution of its assets, the charter and laws of Connecticut provide for the appointment of a receiver to take charge of the property of the company in case of its dissolution, and the duty imposed upon such receiver is not materially different from that imposed upon the state superintendent under the Missouri statute construed in Relfe *vs.* Rundle.

For the purpose of collecting the assets of the company he is the successor of the dissolved corporation. He is, in fact a trustee, representing the interests of the stockholders and creditors of the company, deriving his authority not alone from the order of the court appointing him, but from the charter of the company and the statute of the state creating the corporation, To establish their rights as policy-holders, the complainants rely upon the provisions of the charter of the company, and if the courts of Iowa can enforce the provisions of the charter and the rights conferred thereby in one respect, why not in another?

The provisions of the charter estop the complainants, whereas policy-holders are bound by its terms from denying the right of other policy-holders to an equitable participation in the assets of the company, and they cannot object to the enforcement of the method provided by the charter and laws of Connecticut forming part thereof, for securing such equitable distribution in case of the dissolution of the corporation.

An essential feature of such method is the appointment of a receiver, with power to take possession of all the assets of the company, wherever situated, and when such receiver has been duly appointed in the mode provided for in the charter, the policy-holders cannot deny his authority.

The purpose of complainants is to defeat the equitable distribution of the assets of the company according to its charter, and to secure an unjust advantage to themselves, thereby violating the true meaning of the agreement entered into between themselves as policy-holders and the company, and they invoke the aid of a court of equity in so doing, upon the theory that the court cannot recognize a receiver appointed in a foreign jurisdiction. The rights of the policy-holders, however, are not dependent upon the latter proposition.

Even if the Connecticut receivers would not maintain a right to the possession and control of the assets of the company in Iowa, that would not deny the rights of other policy-holders to a share in the proceeds thereof, and the question would then be how distribution should be made. The facts set forth in complainant's bill do not show that complainants have a superior equity in the assets in Iowa, but on the contrary it appears that such assets are a part of a common fund in which all the policy-holders have an interest

The bill shows that proceedings have been instituted in the proper court in Connecticut for the final dissolution of the corporation, and for the distribution of its assets among all its creditors, and to that end receivers have been appointed with authority to take possession of the assets of the company, sell the same, and distribute the proceeds equitably among the creditors, and in order to prevent the assets in Iowa from being taken possession of by such receivers and distributed as provided for by the charter of the company, this court is asked to keep possession by its receiver and to distribute the same among the Iowa creditors to the exclusion of all others.

As already said, the complainants do not show that they have a superior right to the assets in possession of the court, but on the contrary, all the policy-holders and creditors are equitably interested therein, and the property must be disposed of for the common benefit.

The petition filed by the receivers appointed in Connecticut, asks that their right to the assets of the company may be recognized, and that the receiver heretofore appointed be discharged, that a receiver ancillary to the petitioners be appointed to take possessions of the assets, convert the same into money and remit the proceeds to the petitioners for distribution in the proceedings pending in Connecticut.

No objection to this mode of disposing of the assets is perceived and the order will be made accordingly.

The other case, in which decision was rendered June 11, was in the circuit court of the United States for the eastern district of Missouri; the suit being that of Robert M. Fry *vs.* the Charter Oak Life, and Judge Thayer delivering the opinion. He said:

The suit is in the form of a suit at law and is brought upon the theory that when a life insurance company becomes

insolvent each of its policy-holders may sue upon their policies as for a breach of the contract of insurance, whether it be a stock or a mutual company. The general question to be determined is whether the plaintiff can maintain the action and obtain a preference over other policy-holders or whether he should be remitted to the procedings which has already been inaugurated by the state of Connecticut through its insurance commissioner in behalf of all the policy-holders, to liquidate the affairs of the corporation.

It may be premised that the company since its charter was amended, in 1878, has been a mutual company and has conducted all of its business on that plan through a board of directors elected by persons whose lives are insured.

In the state of Connecticut laws have been enacted, such as now prevail in very many states, whereby the commonwealth undertakes through an officer known as the insurance commissioner to exercise rigid supervision over the affairs of life insurance companies. All Life companies are required to make annual reports of their condition to that officer and to undergo periodical examinations as to their solvency. And in the event that the capital of a Life company becomes impaired at any time, it is made the duty of the insurance commissioner to take proceedings against it with a view of annulling its charter and winding up its affairs.

The scheme of liquidation provided by the Connecticut statute contemplates the audit and allowance, under the supervision of a court of general jurisdiction, of all demands against the corporation, including therein the reserve due on all oustanding policies, and an *equitable* application of all the corporate assets to the payment of the demand so audited. (*Vide* laws of Connecticut 1875, pages 12 and 13, sections 1 and 2). Such is a general outline of the scheme which does not differ essentially from the Missouri statute on the same subject. With respect to the Charter Oak Life insurance company it is no doubt true that the act in question forms a part of its charter to the same extent as if it was expressly incorporated therein. It is a general law of the state from which the defendant derives its existence, and is in terms made applicable to every life insurance company chartered by the state of Connecticut. Now, although the defendant is a foreign insurance company, its Missouri policy-holders are conclusively presumed to be acquainted with its charter, and the laws of the state of Connecticut which determine and regulate its existence whether as a "going concern" or as an insolvent company, and to have assented thereto when they became members of the company.

They are accordingly bound by the terms of its charter and the law regulating its existence to the same intent as policy-holders residing in the home state, unless some special conditions were imposed by the state of Missouri for the benefit of its own citizens when the defendant was licensed to do business in this state. Relfe *vs.* Rundle, 103 U. S., 222.

It will suffice to say that no conditions were imposed by the state of Missouri which, in any sense, modify the relation of Missouri policy-holders to the defendant company. The defendant was not required to make any deposit in this state for the exclusive benefit of resident policy-holders. The property which has been attached in this state was not deposited with any state officer or with any trustee for the benefit of resident policy-holders. It is property which the corporation has acquired in the state of Missouri in the ordinary transaction of its business, and no policy-holder can claim any lien thereon or peculiar interest therein because of his residence in this jurisdiction.

Upon the case stated the question arises, whether policy-holders may seize the property of the company when it becomes insolvent, wherever found, notwithstanding the fact that the state of Connecticut has begun proceedings to wind up its affairs, and without reference to the rights of other policy-holders and the provisions of the company's charter, which, in the event of insolvency, contemplates a valuation of all outstanding policies according to the Connecticut table of mortality, and an *equitable* distribution of the corporate assets among all creditors and policy-holders. In my judgment, this question must be answered in the negative. The charter of the company and the "winding-up act" of the state of Connecticut, which must determine the rights of policy-holders as between themselves and as between themselves and the company, did not contemplate that there should be a mere "race of diligence" as between policy-holders in the event of insolvency. When plaintiff became a member of the company he assented to that form of supervision which the state of Connecticut undertook to exercise for the benefit of policy-holders over the affairs of the company while it was a going concern, and impliedly agreed that there should be a valuation of all policy obligations according to a certain standard, and an equitable distribution of the company's assets in the event of insolvency. Relfe *vs.* Rundle *supra.* Rundle *vs.* Life Association of America, 10 Fed. Rep., 720. Davis *vs.* the Life Association, 11 Fed. Rep., 784. Taylor *vs.* the Life Association, 13 Fed. Rep., 493.

Every member of the defendant company has the right to insist upon that agreement as against another member who is seeking an inequitable preference; and the company itself, so long as the proceeding on the part of the state of Connecticut is pending against it, has a to invoke the agreement as against a suit of this nature. There is another view of the case, which, in my opinion, should preclude suits of this character, at least during the pendency of the proceedings in Connecticut. The proceeding now pending in the state of Connecticut, as before explained, is essentially a suit by the the state to annul the defendant's franchise and liquidate its affairs. It is a special statutory proceeding applicable to insurance companies whose capital has become impaired.

In that class of cases it is the rule that the filing of the complaint by the state operates as a sequestration of the corporate property for the purposes contemplated by the statute under which the proceeding is brought, from the filing of the complaint, and not merely from the entry of a final decree. Atlas Bank *vs.* the Nahant Bank, 23 Pickering, 480. Colt *vs.* Brown, 12 Grey, 233.

If the present attachment had been sued out and levied in the state of Connecticut after the commencement of the proceeding to wind up the company, and *prior* to the appointment of any receiver, the right acquired by the state, as against corporate property, by filing its bill, would have prevailed over that of the attaching creditor.

Such would clearly be the case with respect to property situated in the state of Connecticut; and, in my opinion, the commencement of the proceeding in the home state should have the same effect with respect to property located in the state of Missouri as against this plaintiff, who is himself a a member of the company, and under the terms of its charter is only entitled to an equitable proportion of its assets in the event of insolvency. If he was a general creditor, and not a member of the corporation, the rule might be different.

Upon the whole case my conclusion is that the present suit cannot be maintained. Plaintiff is a member of the defendant company, and, as such, is entitled to participate with other policy-holders in a pro rata distribution of its assets. A suit was pending in the home state to accomplish that result when this action was filed. The plaintiff in that case represents all the policy-holders, as well as other creditors of the company; the proceeding is for their benefit, and it is only by means of a suit of that character that the rights of all the policy-holders of the company can be secured. Nothing but confusion and inequality can result from entertaining a suit of this nature in this jurisdiction. It will accordingly be dismissed without prejudice to plaintiff's right to intervene in the proceeding pending in the home forum.

Insurance Legislation.

Georgia.

ATLANTA, July 22.—The only legislation touching insurance matters yet introduced during the present session are bills to incorporate the Guarantee Mutual insurance company, the Georgia Mutual insurance company, the Southern Phœnix insurance company and the Marietta insurance company.

New Hampshire.

CONCORD, July 22.—Hearings by the insurance committee upon the bill to admit the Mutual Reserve Fund Life Association of New York, which have occupied the week, closed this forenoon. No vote in committee upon the bill will probably be taken before next week. The impression prevails

that the committee will recommend the passage of the bill.

The opponents of the anti-tontine bill have asked for a hearing upon it which will be probably given sometime during the next two weeks. All the important insurance bills are still in the hands of the committee and there is no prospect of reports upon them in the immediate future, as as protracted hearings will be required upon most of them.

The Marston bill to establish a new form of fire policy will be opposed by all the companies now doing business in the state, as they are perfectly well satisfied with the present policy form which was prepared by Commissioner Pillsbury. This bill is still unreported and is in the hands of the judiciary committee to which it was referred.

Insurance Laws.

New York Insurance Laws.

PASSED DURING THE LEGISLATIVE SESSION OF 1887—THE OFFICIAL TEXT.

We conclude the publication herewith of the laws relating to insurance passed by the legislature of the state of New York at the recent session, official copies having been furnished us by the secretary of state. The publication of these laws by THE WEEKLY UNDERWRITER began in the issue of June 4, and was continued in that of June 25:

CHAPTER 481.

An Act to enable marine insurance companies to acquire and hold real estate for certain purposes.

Passed May 26, 1887; three-fifths being present; without the approval of the governor.*

The people of the state of New York, represented in senate and assembly, do enact as follows:

SECTION 1. Any company which now is, or hereafter may be, incorporated by or under the laws of this state, and transacting the business of marine insurance therein, is authorized to acquire and hold (in addition to other real estate which may be held by it) real estate within this state or upon or in the waters thereof, which real estate is or may be adapted to or available for use in protecting, storing or caring for wrecked vessels or cargoes, or in protecting, storing or caring for such vessels and appliances as are or may be employed for assisting the same, or which real estate is or may be adapted to or available for other purposes of or incident to the marine salvage service, and is authorized to manage and dispose of any such real estate with like effect as would be competent for an unincorporated owner thereof.

SEC. 2. This act shall take effect immediately.

CHAPTER 520.

An Act to amend chapter 604 of the laws of 1886, entitled "An act to amend chapter 465 of the laws of 1875, entitled 'An act to require the payment of certain premiums to the fire department of cities and incorporated villages by fire insurance companies not organized under the laws of the state of New York but doing business therein,'" as amended by chapter 359 of the laws of 1876, and as amended by chapter 153 of the laws of 1879."

Passed June 3, 1887; three-fifths being present.

The people of the state of New York, represented in senate and assembly, do enact as follows:

SECTION 1. Section 5 of chapter 604 of the laws of 1886, entitled "An act to amend chapter 465 of the laws of 1875, entitled, 'An act to require the payment of certain premiums to the fire department of cities and incorporated villages by fire insurance companies not organized under the laws of the state of New York but doing business therein,'" as amended by chapter 359 of the laws of 1876, and as amended by chapter 153 of the laws of 1879," is hereby amended so as to read as follows;

SEC. 5. None of the provisions of this act shall apply to the insurance upon property situated in the cities of New York or Buffalo.

SEC. 2. This act shall take effect immediately.

CHAPTER 650.

An Act further to amend chapter 183 of the laws of 1877, entitled "An act to provide for the reduction of the number of directors in life, fire and marine insurance companies."

Passed June 23, 1887; three-fifths being present.

The people of the state of New York, represented in senate and assembly, do enact as follows:

SECTION 1. Section 1 of chapter 183 of the laws of 1877, entitled "An act to provide for the reduction of the number of directors in life, fire and marine insurance companies," as amended by chapter 583 of the laws of 1881, is hereby further amended so as to read as follows:

SEC. 1. Any existing life, fire, casualty or marine insurance company, organized under any of the laws of this state may, by a vote of its board of directors at a meeting specially called for that purpose, the call expressing the object of the meeting, and upon a written notice to all its stockholders, with the written consent of a majority in amount of its stockholders, reduce the number of directors to not less than thirteen, a majority of whom shall be citizens of this state, by altering or amending its charter in respect to the number of its directors, and filing a copy of the charter so amended, together with a declaration under its corporate seal, signed by its president and two-thirds in number of its directors, with such written consent of a majority of its stockholders, in the office of the superintendent of the insurance department; such reduction of the number of directors may be made so as to take effect either immediately, or gradually as vacancies may occur in the board of directors, by death, resignation, disqualification or otherwise, and when the number of directors shall be reduced, as herein provided, to thirteen, seven of such number shall constitute a quorum for all purposes.

SEC. 2. This act shall take effect immediately.

CHAPTER 699.

An Act relating to taxation of life insurance companies for state purposes.

Passed June 25, 1887; three-fifths being present.

The people of the state of New York, represented in senate and assembly, do enact as follows:

SECTION 1. Chapter 534 of the laws of 1880, entitled "An act to provide for the taxing of life insurance companies" is hereby repealed, and all life insurance companies incorporated under laws of this state are hereby released from payment of any arrears of taxes under the provisions of said statute.

SEC. 2. This act shall take effect immediately.

CHAPTER 700.

An Act relative to state taxation of life insurance companies upon premiums received from industrial insurance.

Passed June 25, 1887; three-fifths being present.

The people of the state New York, represented in senate and assembly, do enact as follows:

SECTION 1. The provisions of chapter 534 of the laws 1880, entitled "An act to provide for the taxation of life insurance companies," shall not apply to the premiums received by such companies upon that form of insurance known as "industrial," the premiums for which are payable in small weekly amounts, and any tax now due under said act by any such company based upon premiums received upon such industrial insurance is hereby discharged.

SEC. 2. This act shall take effect immediately.

* Not returned by the governor within ten days after it was presented to him, and became a law without his signature. [Art. IV., Sec. 9, Constitution of the state of New York.]

Official Reports.

Life and Accident Insurance Business in Colorado in 1886.

Companies.	Policies Issued.		Policies in Force Dec. 31, 1886.		Premiums Received.	Losses Incurred.
	No.	Amount.	No.	Amount.		
Connecticut Mutual.	1	$10,000	51	$210,000	$6,586	$18,000
Continental	10	45,000	10	38,000	1,647	.....
Equitable, N. Y	157	650,179	826	3,572,891	129,759	55,942
Hartford Life & An.	9	29,000	71	238,500	3,969	.....
Home.	15	94,000	21	111,600	5,973	2,500
Manhattan.	5	10,000	29	58,007	227	.....
Mutual Life.	123	320,991	809	2,310,783	74,203	39,784
Mutual Benefit	2	5,645	57	142,606	2,095	.....
New York Life	47	239,200	422	1,664,225	30,262	27,637
Northwestern Mut.	274	1,060,435	751	2,370,677	81,337	23,613
Pacific Mutual, Life.	3	9,000	8	18,000	235	.....
Pacific Mut. Accid't	1,343	2,850,500	973	2,138,000	15,702	3,854
Penn Mutual	75	245,000	123	354,500	9,109	500
Provident Savings.	9	47,000	6	37,000	281	.....
Travelers, Life.	124	602,245	401	1,653,322	56,130	22,712
Travelers, Accident.	3,512	8,627,700	2,950	7,247,259	84,523	66,908
Union Mutual	104	217,139	109	218,339	2,459	.....
Washington	138	361,161	312	719,143	19,429	4,500
Totals, 1886	5,951	$15,421,195	7,929	$23,102,243	$524,226	$265,950
" 1885	3,825	11,429,914	5,631	18,364,019	437,265	115,697
" 1884	3,017	9,678,851	4,101	15,777,033	358,244	281,059
" 1883	3,255	10,060,573	4,665	14,352,118	341,755	95,244
" 1882	954	3,305,011	2,237	7,120,297	115,160	66,010

Life Insurance Payments.

The following is the report of the life insurance companies of the United States, to THE WEEKLY UNDERWRITER of the death claims and endowments paid by them during the month of June, 1887,

Companies.	Death Claims.	Endowments.	Total Payments.
Ætna Life	$125,421	$51,765	$177,186
American Life	3,200	.....	3,200
Brooklyn Life	3,465	3,884	7,349
Connecticut General Life	3,850	4,483	8,333
Connecticut Mutual Life	.....	.....	.....
Continental Life	.....	.....	.....
Covenant Mutual Life	3,063	.....	3,063
Equitable Life, Des Moines	.....	.....	.....
Equitable Life, New York	.....	.....	.....
Germania Life	56,544	14,599	71,143
Home Life	37,500	12,000	49,500
John Hancock Mutual Life	33,285	1,028	34,313
Manhattan Life	35,900	6,917	42,817
Maryland Life	600	.....	600
Massachusetts Mutual Life	36,093	17,860	53,953
Metropolitan Life	159,658	492	160,150
Michigan Mutual Life	.....	.....	.....
Mutual Life, New York	494,356	111,585	605,941
*Mutual Life, Ky	10,150	.....	10,150
Mutual Benefit Life	208,763	6,030	214,793
National Life U. S. A	.....	.....	.....
National Life, Vermont	7,000	5,000	12,000
New York Life	290,978	a	290,978
Northwestern Mutual Life	131,843	29,553	161,396
Pacific Mutual Life	10,000	2,015	12,015
Penn Mutual Life	40,236	7,000	47,236
Phœnix Mutual Life	43,415	17,425	60,840
Provident Life and Trust, Philadelphia	49,747	9,406	59,153
Prudential Life	62,838	.....	62,838
State Mutual Life	4,500	5,300	9,800
Travelers	31,942	13,957	45,899
Union Central Life	11,000	1,000	12,000
Union Mutual Life	39,376	9,590	48,966
United States Life	.....	.....	.....
Vermont Life	2,000	.....	2,000
Washington Life	25,895	28,801	54,696
Totals	$1,962,618	$359,690	$2,322,308

* Formerly the Southern Mutual Life of Louisville.
a Endowment payment not given.

Payments Since Organization.

The following table shows the total amount reported paid on death claims and endowments, from their organization to June 30, 1887, inclusive, by the life insurance companies whose monthly lists are printed in THE WEEKLY UNDERWRITER.

Date of Organization.	Companies.	Death Claims.	Endowments.	Total Payments.
1850	Ætna Life	$25,142,123	$8,487,260	$33,629,383
1850	American Life	7,302,647	172,796	7,475,443
1864	Brooklyn Life	2,194,896	1,236,802	3,431,698
1865	Connecticut General Life	1,270,064	390,715	1,660,779
1846	Connecticut Mutual Life	*c* 54,384,992	*c* 8,857,954	*c* 63,242,946
1862	Continental Life	*c* 1,990,331	*c* 270,000	*c* 3,260,331
1853	Covenant Mutual Life	824,887	80,154	905,041
1867	Equitable Life, Des Moines	*b* 172,706	*b* 37,411	210,117
1859	Equitable Life, New York	*c* 47,016,913	*c* 5,091,903	*c* 52,108,816
1860	Germania Life	10,488,877	1,858,070	12,346,947
1860	Home Life	4,685,579	1,187,230	5,872,809
1862	†John Hancock Mutual Life	3,704,092	1,070,715	4,774,807
1850	Manhattan Life	14,061,131	1,351,452	15,412,583
1864	Maryland Life	946,052	67,281	1,013,333
1851	Massachusetts Mutual Life	7,698,867	1,410,181	9,109,048
1867	†Metropolitan Life	8,093,224	503,047	8,596,271
1867	Michigan Mutual Life	*c* 1,310,021	*c* 300,512	*c* 1,610,533
1843	Mutual Life, New York	83,305,067	27,845,887	111,150,954
1866	*Mutual Life, Ky	1,168,430	34,412	1,202,842
1845	Mutual Benefit Life	44,395,147	3,994,609	48,389,756
1868	National Life U. S. A	*b* 3,179,171	*b* 261,423	*b* 3,440,594
1850	National Life, Vermont	2,231,403	159,373	2,390,776
1845	New York Life	38,538,703	*a* 9,733,864	48,272,567
1857	Northwestern Mutual Life	14,935,124	5,659,932	20,595,056
1868	Pacific Mutual Life	1,677,902	539,356	2,217,258
1847	Penn Mutual Life	8,638,863	695,551	9,334,414
1851	Phœnix Mutual Life	12,361,181	2,237,596	14,598,777
1865	Prov. Life and Trust, Phila	3,650,487	879,491	4,529,978
1876	‡Prudential Life	2,294,446	.....	2,294,446
1845	State Mutual Life	2,621,084	487,674	3,108,758
1866	Travelers	3,110,564	512,088	3,622,652
1867	Union Central Life	1,538,207	132,103	1,670,310
1849	Union Mutual Life	9,004,940	3,670,171	12,675,111
1850	United States Life	*c* 6,413,809	*c* 837,108	*c* 7,250,917
1869	Vermont Life	109,865	18,137	128,002
1860	Washington Life	6,489,291	1,616,113	8,105,404
	Totals	$436,949,086	$92,688,371	$529,637,457

† Partially industrial insurance. ‡Wholly industrial insurance.
* Formerly the Southern Mutual Life of Louisville.
a Amount of Endowment payments to January 1, 1887.
b Amount of payments to April 30, 1887.
c Amount of payments to May 31, 1887.

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AGENCY (FIRE INSURANCE) FOR SALE, COUNTRY, capable of enlargement, expirations and good will for four per cent. of live business. The best of road and office equipments for less than cost. Address THE WEEKLY UNDERWRITER for particulars.

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68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.
Insurance on Plate Glass against Accident. Largest business and largest reserve of any similar company in the world.

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OF PHILADELPHIA.

INCORPORATED IN 1847.

ASSETS, - - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to Increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

QUEEN

INSURANCE COMPANY.

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552 617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Ass't. Sec'y.

Established 1782.

Phœnix Assurance Company,

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FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

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COMMERCIAL UNION ASSURANCE CO.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Suplus as regards policy-holders	2,033,555 86

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass standard	5,349,870 36
Surplus by standard of New York	6 800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11 000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. 'It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE, Actuary, S. N. STEBBINS.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

THE PEOPLE'S COMPANY.

THE

MUTUAL

Life Insurance Company of Boston, Mass.

Offers to the public all desirable forms of legitimate life insurance, in strict conformity to the conservative requirements of the Statutes of Massachusetts.

STEPHEN H. RHODES, President.

GEORGE B. WOODWARD, Secretary. HENRY T. CULVER, Supt. of Agents.

New York Office, No. 28 Union Square.
GEORGE W. SMITH, AGENT.

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
GEO. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. Sec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.
The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.
All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.
JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

SURETY ON BONDS.

American Surety Co.,

160 BROADWAY, NEW YORK.

CASH CAPITAL, $500,000.

BONDSMEN
SUPERSEDED.

RICHARD A. ELMER, President.

Bonds Guaranteeing the honesty of Officers and Employes of Banks Railway Express and Telephone Companies, other Corporations and Business Houses.
This Company will act as Surety on Bonds required in the Courts.

RESIDENT TRUSTEES, NEW YORK.

WILLIAM A. WHEELOCK, C. L. TIFFANY,
JULIUS WADSWORTH, E. F. BROWNING,
WILLIAM B. LEONARD, J. W. PINCHOT,
JOHN J. KNOX, GEORGE F. VIETOR,
F. W. VANDERBILT, A. H. BARNEY,
CORNELIUS N. BLISS, L. W. WINCHESTER,
HENRY H. COOK, W. S. GURNEE,
WILLIAM B. KENDALL JAMES A. HAYDEN,
THOMAS C. PLATT, JOHN J. McCOOK,
WILLIAM DOWD, M. W. COOPER,
J. D. RIPLEY, RICHARD A. ELMER,
R. N. HAZARD, C. H. LUDDINGTON,
A. M. HOYT, H. D. LYMAN.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493.94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.9
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, JULY 30, 1887. NO. 5.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THERE does not appear to be any lack of takers for that offer made by *Our Society Journal* to sell an obligation of the Connecticut Mutual at a discount. Following our offer of double the amount asked for it, the *Independent*, thinking that in this hot weather Courtland street may be too far away, suggests that the office of the *Independent* is nearer, and it will be pleased to purchase at the discount offered, any obligation held against the Connecticut Mutual Life insurance company. Well, the obligation has not yet been presented at this office, possibly for the reason suggested above, but probably for the other reason given by the *Independent*, that no such obligation is in existence in the possession of any one who is fool enough to sell it at a discount.

THAT the world is progressing in civilization is evidenced by the comment and surprise evoked by isolated cases which seems to indicate lack of progress. Occasionally some crime is committed which in a ruder age would have provoked no comment, but which stirs us to the soul. Some legislator, or even some legislature, gives us an example of such folly as was counted wisdom two centuries ago, and the surprise and laughter it occasions is testimony that the world has moved, although this particular instance, if it were unnoticed, would seem to prove that there had been no change. Our Concord correspondent reports one of those medieval examples in legislation which is not far removed from what was the regular thing in the New England of 1687, when the legislature regulated the price of potatoes and corn. It is to be a law to regulate rates of insurance. Any property owner who believes that the rate charged him is too high, appeals to the insurance commissioner, and that functionary, if he agrees with the complainant, orders the rate reduced. We supposed, when this bill was introduced, that it was intended as a bit of satire on the apparent desire of New Hampshire to regulate things, but the committee seems to have taken it seriously, and on Thursday reported the bill favorably. There were three hundred and ninety-eight male idiots in New Hampshire at the last census, or at least persons so described. Probably some of them are minors, so that we may safely conclude, if this bill becomes law, that they have found a new use for fools in New Hampshire.

IT seems evident that if any reforms are to come in the conduct of the business of life insurance in the United States, during the lifetime of the present managers of companies, they will have to come from the organization of agents' associations like that of Boston and those of other cities modelled upon it. The officers of the larger companies now competing most anxiously for business are hopelessly given over to a sort of warfare that would disgrace a savage tribe. Their idea of the proper way in which to advertise their own wares is to decry the wares of others. And the worst of it is that in doing this they all act, as they say, on the defensive. Where the original offense came from we cannot say, and no one appears to know. There are lying on our table no less than half a dozen of these defensive attacks, each one an apparent answer to the lies and wickedness of the other fellow. Yet there are companies which appear to go quietly on their business way without paying much attention to the other fellows, who, if they are reviled revile not again. When we ask for an explanation of this, the answer comes back "Oh! they are not active enough in competition to cause any ill feeling." Well, one cannot but think that the world would be a much more agreeable place if the sort of activity that begets strife and impels men to thrash around and tread on each other's coat tails were less common. And so we say that the hopes of those who wish to see life insurance canvassing conducted as a business for gentlemen, must center in those who through local organizations have the task of holding aloft its banner. The spectacle of the Boston agents of the Mutual Life, the Northwestern, the New York Life, and the Equitable, each bearing in his arms his contribution from the company's storehouse, and marching solemnly to the "Common," there to make a bonfire of the unclean stuff, would be one that we should rejoice to see. Companies may print this sort of campaign literature, but they cannot compel its use by agents.

WE really wish that the Webber case in Massachusetts might be made a great national question. The Springfield *Republican* hints at a course which if taken would save, eventually, a great deal of the editorial labor which has been wasted in the attempt to prove that insurance is commerce, and that as such it has a right to go where it pleases and do as it pleases, state laws to the contrary notwithstanding. Let this case be taken to the United States courts, says the *Republican*, and have the question settled whether a state has the right to protect itself "against any impositions of insurance companies." Well, this may be rather expensive for Mr. Webber, but THE WEEKLY UNDERWRITER will gladly contribute its share to have the question settled for its contemporaries. For itself this paper has no doubts to solve. We think that Mr. Webber's fine will have to be paid and that he will have to be very careful not to get caught again. In discussing this matter the *Investigator* insists with all due respect, that the United States is somewhat greater and more sovereign than Massachusetts. This is a very common mistake. The United States has no sovereignty in Massachusetts which was not conferred upon it by Massachusetts. The United

States holds the license of Massachusetts for every act which it may lawfully do in Massachusetts, just as an insurance agent does, the difference being that Massachusetts cannot, in the case of the United States, revoke the license at will, which it can do in the case of the insurance agent. Four years of war settled that question against Massachusetts and all other states, but it did not, as a great many well meaning people suppose, destroy the sovereignty of Massachusetts.

Two of the daily papers of New York have been having "a hack" at fire insurance this week. The *Tribune*, on Thursday morning gave its readers a column, which, boiled down meant that losses had been so heavy during the first six months of 1887 that there was immediate danger that fire insurance would cease in the land, and that such losses were to be attributed to the pestilent doctrines of Herr Most. The *Times* of Friday laughs at the *Tribune*, and says that the underwriters are amused, and that the losses have not been more than ten per cent. greater than the average. We suspect the truth lies between these two statements, but there would be no room for laughter by underwriters even if the estimates of the *Times* were correct. An addition of ten per cent. to the average losses of the past seven years would not be a laughing matter. But whatever may be the net result in the United States, there is food for serious thought in New York, and the New York Board is addressing itself to the problem in that city, where, unless underwriters are at fault, the losses for the first six months of 1887 have been a million dollars more than the losses for the entire year of 1886. And July has furnished no relief. For the seventy-two hours of the second, third and fourth of July, the New York fire department was called upon *one hundred and seventy-four times.* All the Anarchist fires that have ever occurred cannot match the patriotic fervor that fires the American small boy and his no less reckless sire, a fervor that not only fires the veins but the houses as well. A movement is being made by the New York Board to secure such legislation as will prohibit the manufacture, sale and storage of fireworks in the city of New York. It ought to succeed. By all means let us get rid of the Anarchists who know no law, but let us first set our own houses in order.

WHAT a source of income state departments of insurance may become, one may learn by an examination of the accounts of such of them as publish their receipts and expenses in the annual reports. We cull a few from the last reports at hand.

STATES.	Receipts.	Expenditures.	Surplus.
California	$23,373	$6,685	$16,688
Colorado	19,336	10,238	9,098
Connecticut	45,845	16,532	29,313
Kansas	52,125	5,482	46,643
Kentucky	17,226	12,189	5,037
Massachusetts	34,786	19,238	15,530
Missouri	19,065	17,073	1,992
New York	107,580	69,965	37,616
Ohio	42,209	13,800	28,409
Pennsylvania	25,041	10,066	14,975
Total	$386,568	$181,268	$205,300
Minnesota	6,715	No report	.....
Rhode Island	3,646	No report	.....
Wisconsin	16,174	No report	.....
Total, 13 states	$413,103	.....	.....

This includes taxes and fees collected under reciprocal laws, but not the regular taxes of the companies paid to the taxing authorities. We believe that they are purely the charges due to the existence of departments in the states named, and they do not in all cases, we think, include the expenses of examinations. They may serve to show why it is so easy to secure the enactment of laws establishing insurance departments. This expense of over four hundred thousand dollars is an indirect charge upon the premiums paid for insurance. It serves to pay salaries to a number of broken down politicians, and, as will be seen, to put two hundred thousand dollars annually into the state treasuries. The Connecticut department was re-organized in 1871. Since that time it has paid its expenses and has put into the state treasury $354,472. We do not hesitate to say that this condition of things ought not to continue, and we have no doubt that if state supervision of insurance were paid for as other departments of state governments are, out of the public treasury, it would not have been permitted to exist and extend itself. It is so easy to secure and perpetuate a public department the support of which comes from an indefinite and undefined source. And it does not take much of a man as commissioner to satisfy public demands under these circumstances.

THE anonymous contributor to the Boston *Commercial Bulletin* has got to his "finally" in his controversy with Mr. Wells over the Massachusetts law, and unless he is like the minister who after his "finally" had "to conclude" and "sum up" and utter a "last word," that source of "copy" is exhausted. We are real sorry that he is getting tired, because we should like to ask him one or two questions. For instance, what does he mean by the following paragraph :

> Up to a recent date the business of Mr. Wells' company was based upon the Actuaries' Table with four per cent. interest—that is, that the mortality of the members would not exceed the table rate, and that the interest upon the reserve investments would compound annually at not less than four per cent. and on this "inherent and essential theory" as a basis, the premiums and reserves were computed. That was the original, elementary, bottom *fact*. Of course all this before any money appeared in the case, but when the policy was issued and the premium was paid it begins to look like another fact that the company was bound to the best of its power to protect the contracts it was entering into, not only by keeping the mortalty within the promise through careful selection of risks, but by also keeping the reserve constantly improving by carefully selected investments which would yield not less than four per cent.

As a matter of fact the "original, elementary fact" was nothing of the sort. When the Connecticut Mutual began business the Actuaries' Table had only recently been published, and its premiums were based on the Carlisle Tables. It has since shifted to the Actuaries' Table, as most companies have, for good reasons, and also because its policy liabilities have to be measured by that standard. What the company is bound to do is to see that its accumulations are sufficient to protect its contracts, irrespective of any theoretical mortality or rate of interest. That it has done and is still doing. The Actuaries' Table is the experience of seventeen English Life offices. In applying it to American Life insurance we have assumed a rate of interest on the reserve. Neither the table nor the interest rate accord with the experience of American companies, but they have heretofore been considered safe assumptions, and have been used by Massachusetts in the valuation of Life policies. To do business in Massachusetts a company must meet these assumptions. The new law is not satisfied with this, but presumes to do what—value the assets ? No, and yes. But it neither

gives their present value nor their past value nor their future value, but is a mixture of all three. Massachusetts is the parent of most of the bad insurance legislation, but even Massachusetts has never accomplished a more foolish piece of legislation than the new law for valuing the assets of Life companies, and now its insurance department is engaged in the ostensible task of endeavoring to find out whether its foolishness will hurt any one, as though harmlessness could be made an excuse for foolishness.

THERE is a great deal of fun, as well as food for serious reflection, in the announcement made by Mr. Reinmund upon assuming the position of comptroller of the Mutual Reserve Fund Life Association. We mentioned this manifesto last week, but upon reflection have concluded that it is too good to be confined to the narrow circle which comprises the membership to which it is addressed, and so transfer it to our columns. When the Mutual Reserve Fund has gone the way of all co-operatives it will be pleasant reading, and may be useful for reference. The reader will notice that it is signed "late insurance commissioner of the state of Ohio," although the law knows no such title. The official in charge of the insurance department of Ohio is known as the Superintendent of Insurance, and so we presume the reiteration of his late official connection was put in by some one else than Mr. Reinmund. But what Mr. Reinmund's friends are most concerned about are the reasons for his present connection and these are set forth at length. A year ago he examined the association, and his attention having been particularly called to its badness he made that examination particularly thorough and critical, applying, what we presume is an Ohio invention, "a crucical test." It is needless to say that he found it all right; it was, so to speak, founded on a rock, and calculated, in its massive strength to "resist the billows and the sky." And then he goes on to give fuller particulars. It offers, he says, only pure and unadulterated life indemnity "without the infatuating glamour of investment coupled with life insursurance. In other words, it professes and gives life insurance and leaves the feature of banking with commercial institutions." There appears to be three errors in this quotation. First, the association has just now been endeavoring to secure a mandamus in Georgia on the plea, made by its attorney, that it is not an insurance organization. So it does not profess life insurance, and second it has never yet written a life insurance policy. Its profession in Georgia, therefore, agrees with its practice everywhere, but does not agree with Mr. Reinmund's statement. Third, he says that it does not indulge in the infatuating glamour of investment, and in the very next sentence says that it does invest twenty-five per cent. of each mortuary call as a reserve fund. Further on he says of this reserve fund, that "the officers and directors of the company can in no way encroach upon or use this fund." We hope that Mr. Reinmund will read again this deed of trust, and he will find that the officers and directors can withdraw every dollar of it from the trustee at any time. Nor is it a trust held for the faithful performance of the association's contracts. The surprise with which Mr. Reinmund's friends learned that he had joined Harper, will be lessened when they discover from this manifesto that he appears to have done so without knowing what he was doing.

Facts and Opinions.

THE Indianapolis *Journal* quotes a well-known lawyer, as saying, that the worst feature of the assessment business is not that dangerous one which stands out most prominently, but another, of which it says:

> It is bad enough to agree with people you know nothing about, to "chip in" money whenever called upon to do so by officers you know nothing about, and to have no means of knowing how much of the general collection is turned over to the purpose for which it is paid; but a graver feature is that when a man gets into one of these assessment concerns he is in for all time, no matter if a bar is put up against possible benefits that might accrue by failing to respond to assessments, or if the concern itself "busts up," for the courts have decided that in joining an association of this kind "the debt is then contracted, and not when the debt is payable—at the death of a member." Only the other day, in the light of this commonsense decision, 500 members of the defunct "Order of Mutual Aid," California, had judgments entered up against them in a suit brought by the heirs of one of the deceased members, and in Minnesota at the present time a suit is pending against the members of another defunct assessment society which is certain to go the same way. This is a peculiar feature, and not generally understood. To be able to contract a debt that will follow a man beyond the grave (if he should be fortunate enough to possess anything) is something to be thought about in the contemplation of assessment or fraternal life insurance.

THE work upon the quarters of the new Insurance Club, in the Equitable Building, New York, is getting well along. The shelving is up in the library, the floors are being polished, the woodwork is receiving its finishing touches, and little now remains to be done but the decoration of the walls and the furnishing. A sub-committee of the general committee was appointed on Thursday to prepare and file articles of incorporation, and when that is done the lease will be signed and the club will enter upon its existence. The rooms, it is thought will be ready by the first of September. The active membership of the club will be limited to 300, and the limit will very likely be reached before that time, so that application should be made to the secretary at once by those who contemplate joining. The amount named in the lease, we understand, covers all the expenses of the club, including service.

THE comptroller-general of Georgia, after consulting with the attorney-general, last week, decided the cases of the Life Insurance Company of Virginia and the Savannah Fire and Marine, as follows: The Life Insurance Company of Virginia, which returned $81,000 of its $100,000 first as "assets" and afterwards as "notes from stockholders," was decided to have fallen short of the standard required by law, and its application to do business in the state was refused until it can make a more satisfactory showing. The Savannah Fire and Marine insurance company has assets amounting to more than the $100,000 required by law. That amount being properly invested and secured, the comptroller holds that he has no authority to require of the company a statement of its capital stock in excess of that figure.

THE arrested agents of the New York Life, Frederick Webber and Charles E. Moore, were arraigned on three indictments charging them with violating the insurance laws of Massachusetts and pleaded not guilty in the superior criminal court, Judge Dewey, at Pittsfield, Mass., July 22. The cases were continued, Webber being held in $900 bail and Moore in $600. Commissioner Merrill has made further arrests of violators of the law. Edward Smith has been nabbed at Westfield for soliciting for the unlicensed Indemnity Association of Waterbury, Conn., an assessment

concern, and at Warren the arrest has been made of J. R. George, president of the Odd Fellows Mutual Aid and Accident Company, of Piqua, Ohio, also charged with illegal soliciting. Both of the accused are held to bail.

THE Mutual Reserve Fund Life of New York, while doing business in Georgia, failed to make a semi-annual report in January, 1887, or within sixty days thereafter. Comptroller-general Wright refused to issue licenses to any of that company's agents on the ground that the company had not complied with the law. The company filed a petition on June 6, praying for a mandamus to compel the attorney-general to issue the license and declaring that the Mutual Reserve Fund is an assessment association and not an insurance company. Judge Marshall J. Clarke of the superior court heard the argument on last Saturday, and denied the prayer for a mandamus.

THIS year's issue of the "Insurance Year Book," with a copy of which we have been favored by the publishers, (the *Spectator* Company, New York,) is a thick volume having eighty more pages than the issue of 1886, and an improvement, in arrangement and matter, over all its predecessors. We notice a number of valuable additional features, and the excision of statistics having no relation to insurance which formed a part of previous issues. This annual covers a department of technical statistics and information which is represented by no other publication and it has therefore become indispensable to the working underwriter in the United States.

THE Union Mutual Life of Maine has consolidated its eastern and middle departments, heretofore under the charge respectively of Superintendents George J. Wight and Ben Williams, and has appointed the latter to be the superintendent of the consolidated department, which will be known as the eastern. Mr. Williams will move his headquarters to the home office of the company, at Portland. Mr. Wight goes into the service of the Massachusetts Mutual Life, on August 18, with headquarters at Philadelphia.

THE receiver of the collapsed Fargo insurance company (undergrounder), says the St. Louis *Examiner*, states that up to the present time all of the assets of the Fargo which have come into the hands of the receiver, consist of less than $106 in money, a few worthless premium notes and a large mass of old books, paper, stationery and office supplies of no value to the creditors. He places the liabilities at $200,000 and expresses the opinion that there is criminal liability resting upon a part, at least, of the officers of the company.

FIRE insurance companies, members of the South Eastern Tariff Association, and operating under the laws of Georgia, have cancelled their policies on those Augusta factories which are carrying insurance in underground mutuals. Several owners of factories deny the companies' right to cancellation and refuse to surrender their policies, notwithstanding the unearned premiums have been tendered, says the *Investigator*.

WE have received the seventeenth annual report of the Kansas insurance department, the last issued under the editorship of Superintendent R. B. Morris. His successor, Daniel Webster Wilder is now in the chair. The Kansas fire insurance business for sixteen years totals up: $805,118,781 risks written, $12,950,913 premiums received, $4,950,144 losses paid; a ratio of 37.53 per cent. of losses to receipts.

THE question whether non-state insurance companies doing business in Texas are affected by the act passed by the last legislature, requiring foreign corporations to file articles of incorporation with the secretary of state, (which would largely increase their taxes in the state) has been finally settled by the secretary of state, the *Chronicle* says, in the negative.

THE Illinois authorities have begun proceedings against three Chicago assessment concerns, charging them with being fraudulent and insolvent. They are the Chicago Mutual Life Indemnity Association, the National Aid Society and the Union Trust Fund Mutual Life Association. The latter is one of the creations of the Unverzaght gang of Baltimore.

A NEW ORLEANS despatch to the *Spectator* announces the failure of the Louisiana insurance company, which was started two years ago by E Marion Hunt, with a nominal capital of $164,950. Its business was principally underground. The present assets are said to be $21,993 and liabilities $54,623.

THE total insurance on the Minneapolis elevators burned last week was $941,000, or about $134,000 less than the total estimated loss. There will be considerable salvage on grain, says the *Investigator*, probably $150,000 to $200,000. All the large western mutuals appear to have suffered badly.

THE semi-annual statement of the Guarantee Company of North America, shows that there has been an improvement since the beginning of the year, in its net surplus, of $20,740. The total resources of the company now aggregate $906,038.72.

ANOTHER of the familiar underground frauds has nearly reached the end. The National Mutual of Salina, Kas., has been obliged to mortgage its office furniture and fixtures to a bank, to raise the wind.

THE Mutual Reserve Fund Life Association of New York, is undergoing another department examination; this time by the Maine department, Actuary Whiting officiating as examiner.

Personals.

AGENCY APPOINTMENTS.

Commercial of San Francisco: Charles Odell & Son., Salem, Mass.

Equitable Life: C. G. Harger, Jr., assistant manager for Ohio, with headquarters at Cleveland: John M. Turner, Northampton, Mass.

Merchants of Newark: John C. Munn, Holyoke, Mass.

Northwestern Mutual Life: Charles S. Thompson, Haverhill, Mass.

Spring Garden of Philadelphia: L. Grinnell & Co., New Bedford, Mass.

Union of Philadelphia: Norman A. Harrington, Worcester, Mass.

Westchester Fire: A. S. Jordan & Co., Weymouth, Mass.

Mrs. Cynthia A. Riley, widow of William J. Riley, who was engineer of President Cleveland's special train during his recent journey on the Rome and Ogdensburg Railway and who was killed in consequence of the breaking of the connecting rod between the driving wheels of the engine, during the run, was the recipient, on Wednesday, of a check for $2,000 from the Travelers in payment of a claim under an accident policy on the life of her husband.

Col. A. Loudon Snowden, well-known among fire underwriters a few years ago, and the first president of the defunct United Fire Underwriters in America, is the marshal having in charge the organization of the forthcoming great celebration of the centennial of the signing of the constitution, in Philadelphia. He is said to be the busiest man in that hot town, at the present time.

Mr. P. H. Mears, general agent of the German-American of New York for Kansas, Missouri and Nebraska, died July 16, at Kansas City, Mo., of pleuro pneumonia aged thirty-seven years. He had been in the service of the company since 1879, and was well and favorably known thoughout the west.

Mr. Milton Dargan of Houston, Tex., has been appointed secretary of the Association of Fire Underwriters of Texas, to fill the vacancy caused by the resignation of Mr. A. G. Campbell of Dallas. All business communications for the association should hereafter be addressed to Mr. Dargan, at Houston.

Mr. Charles L. Case of St. Louis, a nephew of Mr. Charles H. Case, the western manager for the Royal, has been appointed western general agent of the London Assurance Corporation, with headquarters at Chicago, succeeding George C. Clarke & Co.

Mr. Bernard Faymonville who for nearly six years past has been acting in the capacity of special agent and adjuster for the Fireman's Fund of San Francisco, has been appointed assistant secretary of the company, filling the position vacated by Mr. E. W. Carpenter on January 1, last.

Mr. George N. Comer, for many years past assistant superintendent of agencies in the office of John C. Paige of Boston, resident manager of the City of London and Imperial Fire insurance companies, died July 19, at Brookline, Mass.

Mr. George J. Wight, superintendent of the eastern department of the Union Mutual Life, has resigned to join the Philadelphia office of the Massachusetts Mutual Life.

Mr. John L. Mitchell has been chosen a trustee of the Northwestern Mutual Life of Milwaukee, in succession to his father the late Alexander Mitchell.

Mr. Charles Povah of the home office of the Lancashire, returned to Europe by the S.S. Etruria, which sailed last Saturday.

Mr. William H. W. Bean, life insurance agent at Portland, Me., died in that city on Saturday last of congestion of the lungs.

Mr. Thomas Barclay, secretary of the Mobile Life insurance company died in Mobile suddenly on July 20.

Original Contributions.

Early New York Fire Underwriters.

Stephen Groesbeeck and His Wonderful Book.

Stephen Groesbeeck was born and brought up and lived for a good part of his life down on Westerlo street, near the old Schuyler House where Alexander Hamilton was married, a part of Albany that was once very fashionable, but which is now almost entirely given up to factories, stables, saloons, tenement houses and houses for sale and to let. Before he had served a couple of years as clerk to the old Albany insurance company he was made secretary, (that was in 1847) because he was a scrupulously careful man as well as a man of unquestioned honesty. He was also of a good family, his ancestors were known as honest, careful men, and the old gentlemen of the board of trustees were able to vouch for the statement that he had been well brought up. And he retained the business ways and customs of the ancient Hollanders so religiously and in spite of whatever prejudices against them that arose from time to time, that the Albany insurance company is probably the only corporation in this country that can show by its books original Dutch transactions with dollars and cents, carried on in the English language.

When the great fire of 1848 in Albany, swept away nearly everything belonging to the old company, including $400,000 of its capital, Stephen Groesbeeck plodded along with only a hundred thousand dollars to work on and a reputation for paying losses, with no more outward concern than he would show when his pipe went out. And from that time on, to the end of his days, Stephen Groesbeeck *was* the Albany insurance company. The directors met whenever he sent notices of a meeting, a duty which he performed, regularly, every once in a while. He managed the financial affairs as well as the underwriting interests of the company, and if any friend of the concern wanted to borrow money, he would loan it on good security and accept payments in sums down to fifty dollars on account and cancel the interest on such amounts from date of payment.

He inherited the well-known Dutch aversion to signing his name. He even evaded making cheques in payment of dividends by paying them in cash over the counter and sending out-of-town stockholders drafts on the agent in New York, who reported and settled up accounts every six months. Against letter-press copying books he rebelled seriously and wanted to know "What was nicer than a good, clean copy of a letter, well written down in a proper book?" In nearly all his business letters, except those addressed to parties whom he did not know, he would add a personal postscript, as "Have had a severe cold but am better now," or "Am enjoying very good health this season." Being well-known as a very careful man and occupying, as he did, the position of secretary of a company that has a rather unusual age and a fair repute to grace it, his advice was much sought. He was executor of a great many estates; indeed, at one time it was said that there were no less than thirteen widows whose husbands had left their respective properties in his charge, and that these ladies visited him almost daily in his office to get his reaffirmation of the wisdom of keeping receipted bills and to hear his opinions of the business outlook.

We have repeatedly observed that he was a careful man, but the manner of his care is bound to remain a mystery. For Mr. Groesbeeck had a book (that is, he had one at a time but used up a great many in the course of his life,) and in it were recorded all things. At least, so he said, and nobody ever doubted his word. Whenever he had any time to spare he was busy at his book. He maintained that from it he could tell how much insurance the different clients of the company carried, what the company's assets and liabilities were, just how well the work in the office was kept up, the cash balance, the outstanding loans, and in fact, how everything for which he was responsible stood. It was his private cash book, he said, and private it certainly was; for no man could tell what its contents signified. Names of creditors and debtors of the company, widows, dead men and clerks were entered there in long columns, and after each name were figures that were beyond the comprehension of men of his day and under each column and beside it were sets of figures that were neither sums nor quotients nor dividends nor indeed any quantity known to modern arithmetic. Nearly everthing that took place during his time, whether it was a public event or a private transaction, was carefully entered and some incomprehensible figures attached to the note that added to the completion of the book and to the confusion of whomever was prompted by curiosity to peer into it. Now it is true, this book did not prevent serious irregularities from taking place from time to time, right before his eyes, but then he maintained that he had not had time enough to keep his book up, and that if he had, such things would not have happened. When he grew old and the final balance sheet of his life was about finished, (and every one that knew him guarantees that this made a good showing) he remained solicitous about his cash book and deeply regretted that no one was competent to keep it up.

Most insurance veterans remember this old gentleman who died fifteen years ago, how reliable he always was, what implicit confidence could always be placed in his statements and how utterly incapable he was of understanding how or why dishonorable actions could be committed. So straightforward, so upright was Stephen Groesbeeck's life that it

hardly seems desecration to mention what, for aught that was known of him, was his great sin. He had no faith in speculation and declared stock gambling to be not only inexcusable but wrong. And yet, he and an old friend with just such another Dutch name, many years ago when the majority of us were youngsters, secretly contributed two hundred and fifty dollars apiece—just so much and no more —to a speculation fund.

The arrangement was that each should take his turn at speculation for a week at a time, at the end of which he would turn the principal, plus or minus proceeds, over to the other. This was continued for years without much loss or gain to the original five hundred dollars. Every week regularly on a certain afternoon Stephen would set his face toward Troy, and with a guilty conscience and with maidenly blushes whisper "Jacob, it's five hundred and twelve dollars now; all in Union Pacific!" or "Well, did C. B. & Q. go up?" Several years before his death, however, he confessed his weakness and never speculated afterwards. It is not hard to imagine the white soul of this queer old gentleman trembling under the weight of two hundred and fifty dollars' speculation, wrapped up in conscience until it is all that he can carry, and penitently laying it down before Awful Justice as his burden of evil. And this is a very refreshing thought, now a-days.

A. Ellwood Hendrick.

Insurance in the Courts.

A suit in the English courts in which the New York Life is interested, is reported and commented upon as follows in the London *Economist:*

In the action Styles *vs.* The New York Life insurance company, Mr. Justice Stephen and Mr. Justice Wills have this week decided that the surplus premiums distributable as bonuses amongst the participating policy-holders of a life insurance office, whether proprietary or mutual, are liable to be assessed to income tax. From the tenor of their judgments, it is quite obvious that both their lordships would have been glad to have decided otherwise had it not been that they felt themselves bound by the ruling of the House of Lords in the case of Last *vs.* The London Assurance Corporation. Mr. Justice Wills, indeed, plainly stated that if he had been free to judge the case on its merits he would have pronounced in favor of the company, and even the solicitor-general, in arguing the case for the Crown, frankly confessed that he could not understand the decision of the House of Lords, although he held it to be binding. Nor are we surprised that it should be so, for, in the main, that decision is most inequitable. Bonuses are paid in one of three forms. They are distributed either as a cash payment, as an addition to the sum assured, or as a deduction from the annual premium payable.

Nor, in so far as they are distributed in cash, they are, it appears to us, rightly assessable to income tax. It is to be assumed that the policy-holder receiving the cash bonus had deducted the amount of his annual premium from the net income as returned by him for assessment. That deduction was allowed on the express condition that the money should be devoted to the effecting of life insurance, and if it is not to be applied to that purpose, it rightly becomes subject to taxation. If, however, the bonus be applied either to increasing the amount of insurance, or to diminishing the annual premium payable, it clearly ought to be exempt from the tax. If it be taken as a reduction of premium, the revenue will benefit in future, because the policy-holder will not be entitled to make so large a deduction as formerly from his net income, and on the other hand, if it be taken as an addition to the sum assured, then it is used for the purpose of life insurance, and, because it is so used is legally exempt. In neither of these cases is there the slightest ground for making the bonuses pay income tax. When the decision of the House of Lords was given we ventured to say that it would work injustice, and it evidently is doing so.

Announcement is made of the beginning of a suit in Delaware County, N. Y., against the New York Bowery Fire insurance company, the alleged facts of which are as follows: George B. More & Co., owners of the creamery recently destroyed by fire at Harpersfield, bring an action to recover $1,800, claimed to be due under a parole contract of insurance covering the property. The plaintiffs seek to enforce the claim on the ground that some time previous to the burning of the creamery they filed an application with the company's local agent for $1,800 insurance against fire and paid the premium demanded, the agent accepting such application and payment, and agreeing on behalf of the company that its liability under the terms of the policy to be issued to the plaintiffs should begin at once. The plaintiffs admit that they are not in possession of any written contract or policy issued by the company's duly authorized officers in response to their application. The insurance company denies its liability on the ground that when the loss occurred the plaintiffs' application was still pending and unaccepted, and that any verbal agreement of the character indicated, if such was in fact made by the agent, was unauthorized and of no binding force on his principal. The actual facts in the case, which are yet to be proven, will have to determine the issue.

A Carlisle, Pa., despatch says that the underground insurance case of the commonwealth against Professor W. L. Boswell and others, the Philadelphia insurance agents who were arrested some months ago, charged with doing insurance business in Pennsylvania without a license, was on Wednesday continued till November. It is thought that a settlement will probably be made among the parties concerned.

Insurance Legislation.

Georgia.

Atlanta, July 29.—In the senate Mr. Wright's bill in relation to assessment companies doing business in the state, which has been lying over since last session, was taken up for second reading, under an adverse report from the committee on judiciary, and was laid on the table. The full text of this bill was printed in The Weekly Underwriter of December 18, last.

Yesterday the senate committee on finance favorably recommended the resolution for the relief of the Continental insurance company of New York.

The bill to regulate the business of insurance in this state was made the special order in the senate for to-day. The full text of this bill appeared in The Weekly Underwriter of December 16, last. The bill was introduced in the legislature at its first session at the instance of the comptroller general and is, in effect, a codification of the insurance laws of the state. It creates an insurance department, making the comptroller general, the insurance commissioner.

The following bill in relation to fidelity insurance companies has been introduced in the senate:

A Bill entitled "An act defining a contract of fidelity insurance and to provide for incorporated fidelity insurance companies becoming sureties on bonds required by law, and for other purposes in that behalf."

Section 1. Be it enacted by the general assembly of

Georgia, That the contract of fidelity insurance contemplated by this act is one whereby a corporation, for a stipulated sum or premium, insures against loss caused by the defalcation or dishonesty of a trustee, officer of the law, agent or employer, or guarantees the performance of a bond or other obligation in favor of the insured.

SEC. 2. Be it further enacted, That any fidelity insurance company incorporated and organized under the laws of this state, or of any other state of the United States, or of any foreign state, solely for the purpose of transacting the business of fidelity insurance, which has a paid up capital of not less than five hundred thousand dollars, and which shall have complied with all requirements of law for license to and the transaction of business by such companies in this state, may, upon proof thereof and upon production of evidence of solvency and credit satisfactory to the judge, head of department, or other officer or officers in this state authorized to approve and accept bonds, be accepted as the surety upon the bond of any person or corporation required by the laws of this state to execute a bond, in lieu of any surety or sureties as now required by law; and such company may be released from its liability on the same terms and conditions as are by law prescribed for the release of individuals; it being the true intent and meaning of the provisions of this act to enable corporations, created for that purpose and thereunto duly authorized, to become the surety on bonds required by law, with all the rights and subject to all the liabilities of individuals.

SEC. 3. Be it further enacted, That any court, head of department, or other officer or officers in this state, whose duty it is to pass upon the account of any person or corporation required by law to give a bond, may, whenever such person or corporation has given any such fidelity insurance company as surety upon such bond and the same has been duly accepted as such surety, allow in the settlement of such account a reasonable sum for the expense of procuring such surety.

SEC. 4. Be it further enacted, That every fidelity insurance company which shall execute any bond as surety under the provisions of this act shall be estopped, in any proceeding to enforce the liability which it shall have assumed to incur to deny its corporate power to execute such instrument or assume such liability.

SEC. 5. Be it further enacted, That all laws and parts of laws in conflict with this act be and the same are hereby repealed.

The pending bill to incorporate the Guarantee Mutual insurance company of Savannah, allows that company to do a general fire insurance business, except in cotton and naval stores, beginning with $50,000 capital, with power to increase to $200,000.

The Georgia Mutual insurance company, of Savannah is to be incorporated for a fire and marine business with $200,000 capital and power to increase to $1,000,000.

The Southern Phenix insurance company, of Atlanta, proposes to engage in a fire and marine business, with a capital of $100,000, with power to increase to $1,000,000.

The Marietta insurance company, of Marietta, seeks incorporation to do a fire business, with $100,000 capital.

New Hampshire.

CONCORD, July 29.—The committee on insurance yesterday reported favorably upon the bill introduced by Mr. Moore of Nashua, which is as follows:

An Act further defining the duties of the insurance commissioner.

SECTION 1. It shall be the duty of the insurance commissioner to inquire into the causes of fires in the state that he shall deem expedient to investigate, and he shall ascertain the causes of all other fires so far as practicable, together with the actual loss and the insurance thereon; and tabulated and classified statistics of such results shall accompany the commissioner's annual report.

SEC. 2. It shall be the duty of the insurance commissioner to hear any complaint from any citizen, of an excessive rate of insurance, and if it shall appear that said rate is excessive and unreasonable, then said commissioner shall order said rate reduced to a reasonable basis, taking into account the hazard and character of said risk, and the means and appliances employed to protect said risk from fire.

SEC. 3. The necessary expenses incurred in carrying into effect section one of this act shall be audited and approved by the governor and council, and paid out of any money in the treasury not otherwise appropriated.

SEC. 4. This act shall take effect from its passage.

The committee will make a report on the bill to admit the Mutual Reserve Fund Life Association of New York, on Tuesday next. The report will probably be "inexpedient to legislate."

A hearing was held on Wednesday on Mr. Marston's standard policy bill, at which nearly all the companies of the state appeared to oppose the measure. The bill will probably be reported by the judiciary committee to which it was referred, but there is no likelihood that it will pass, as the companies do not feel the necessity of any change of form in policy from that established by Commissioner Pillsbury.

Hearings have been held during the week upon Mr. McLane's bill in relation to fire insurance and modifying the valued policy law, Mr. Atherton's bill requiring assessors to assess property separately, and the bill allowing fire insurance companies to issue, at option, indemnity or valued policies.

Miscellany.

Ex-Superintendent Reimmund Tells How he Came to Join the Mutual Reserve Fund.

Mr. H. J. Reimmund, late superintendent of the Ohio insurance department has issued a circular to the members and agents of the Mutual Reserve Fund Life Association of which the following is a copy. Editorial allusion will be found elsewhere in this issue.

To the members and agents of the Mutual Reserve Fund Life Association.

Having allied myself officially with the Mutual Reserve Fund Life Association of New York, in the capacity of comptroller, to which position I was recently elected by the board of directors of the association, I deem it proper upon assuming my official duties, to address myself to the members giving my reasons for entering into this official relation with the board and the members.

In July 1886, during my term as superintendent of the insurance department of the state of Ohio, it became my official duty to make an examination of the affairs of the Mutual Reserve Fund Life Association, including therein, its financial standing, plan and official management; to determine whether it was worthy of recognition by the insurance department of Ohio, and entitled under the law to license from its authorities. Prior thereto, my attention had been particularly directed to the association, by the many charges and attacks made in various ways, through the press and by means of circulars widely distributed—condemning it in every possible manner—attacking its solvency, traducing its officers, and its plans and system as being unworthy of public confidence and support.

I was induced thereby to make my examination particularly thorough and critical, scrutinize every detail, and to the full extent of my ability, look into its plan and mode of official management that a crucical test of a complete personal examination might assure me officially and personally whether or not these attacks were founded on facts, or were the baseless statements and venomous charges of rival and competing organizations.

As stated in my letter reporting the result of that examination, which I now repeat, "I found nothing to

criticise or take exception to," but, on the other hand, realized from the examination, that it merited not only compliment for its unprecedented success, but praise and confidence for its excellent, conservative, and honest management. As the result of said examination, I was thoroughly satisfied that the association was upon a sound, scientific, and permanent basis, and was destined to stand the test of time. Past years have shown a growth unparalleled, and coming years, in the triumphant success of this organization, will complete and fullfil these promises, already clearly foreshadowed in its past history.

The organization of the Mutual Reserve Fund Life Association is upon such sound principles as guarantees the greatest indemnity for the least money; offering only pure and unadulterated life indemnity without the infatuating glamour of investment coupled with life insurance. In other words, it professes and gives life insurance, and leaves the feature of banking with commercial institutions, doing solely a banking business.

The method of laying aside twenty-five per cent. of each mortuary call as a reserve fund, (which now exceeds $1,200,000.00), to be invested by a third party, namely: The Central Trust Company of New York, and held solely for the use and benefit of the members of this association, to guarantee the faithful performance of its contracts, is unlike that of any other life association in existence. The officers and directors of the company can in no way encroach upon or use this fund, which is not the case with the old line organizations.

A personal knowledge of and practical and official association with the different systems of life insurance, enabled me as I believed, to justly weigh their respective merits. My term superintendent of insurance, recently expired, and I was honored with the invitation to associate myself with several life insurance companies, on different plans—level premium and assessment. It was a duty to myself and family, to weigh carefully the matter, affecting as it did my future, and although I had several tempting offers, I was clear in casting my lot with this association, feeling and believing that I would be linking my future with an association whose plan and system is solid, and will bear the strictest analysis; whose affairs are honestly and efficiently administered, and is giving to the public an indemnity of insurance at actual cost with guarantee of safety, security and permanency.

Being familiar with the business methods of this association, its economical and honest management, the promptness with which every just claim is paid, I can safely guarantee to the public the fulfillment to the very letter, of every contract it offers.

A generous patronage from a just and discriminating public has been liberally bestowed on this association, and and in entering into official relation with its management, I ask your continued confidence and support.

Respectfully yours,

HENRY J. REINMUND, Comptroller.

Late insurance commissioner of the state of Ohio.

Mr. Harper Receives Another Offer.

The *Independent* is also eager to get that Connecticut Mutual Life obligation, which President Harper of the Mutual Reserve Fund offers to sell at a discount. It says:

The organ of Mr. E. B. Harper's wind-mill association is advertising for sale, for $100, an obligation for $396, issued by the Connecticut Mutual, and THE WEEKLY UNDERWRITER offers to buy it. Very good; but the weather is unpleasantly warm, and THE WEEKLY UNDERWRITER office is somewhat farther from Mr. Harper than our own, so the easiest thing he can do is to bring the obligation here—it is only right across City Hall Square. There is enough idle money in this office to buy, on sight, all the due and valid obligations of the Connecticut Mutual Life which the holders want to part with at any discount, and we should like nothing better than the opportunity to provide the cost of summer outing by a "turn" of this sort. But, seriously speaking, Mr. Harper has no such obligation to sell at a shave, and knows that he has none; it would be as reasonable to advertise government bonds at a discount. Then why is such a paragraph inserted? As a bit of cheap bluff, to imply that valid and matured claims upon the Connecticut Mutual are not worth their face. The editor of *Our Society* understands the class of persons composing "Our Society," the dilation of which their gullets are capable, and the quantity and fire of the spice needful for their jaded palates. It must be admitted that he keeps well up to his work. Whether in announcing that the old liners have robbed their policy-holders of "millions" or in representing liabilities "not due" as "due and unpaid," or in exposing the gross cannibalism practiced by the old-line managers, he is always ready with a freshly cooked and steaming-hot dose. His latest is always his biggest and best, and if the assessments don't stop coming in until *he* stops they can be safely counted upon perpetually, notwithstanding the most unexpected ill-turns in the mortality line. He is the wonder of the age. Truth cannot bind him, nor practice stop his infinite variety of yarns. Suggestions are wasted on him, for the wildest lies of others are tame before his own startling originality. In keeping their mouths gaping wide open, he must be indispensable to the members of Our Society. We trust he is not inadequately paid.

Official Reports.

Minnesota Insurance Report.

Commissioner Shandrew's first report, which is the sixteenth of the annual issues of the insurance department of Minnesota, covers the statements of 312 companies of all kinds, doing business in the state; fire, life, casualty and assessment. This presentation of large numbers provokes the commissioner to the exulting observation that Minnesota is rapidly taking a prominent place among the states as an insurance field, and he adds:

But a few years since many companies declined to enter the state for business, because it was supposed to be a place where values were fluctuating, where fires were unusually frequent on account of the severity of the climate, and where the moral hazard was too great to admit of profit. To-day over 150 of the leading companies of the United States and of Great Britain are competing for business. We have passed Wisconsin in the volume of risks written and premiums received, and are rapidly gaining on Iowa and Michigan. Could the practice of placing insurace in unauthorized companies be stopped, the preceding figures would show a larger amount of business done than is now shown, and the state proportionately benefited.

The ratio of premiums to losses for a series of fifteen years is sixty-two per cent. Minnesota was a very unprofitable state in 1880, 1883, 1884, but is slowly improving its reputation.

In fifteen years life insurance companies (not assessment companies) took $7,110,054 of Minnesota premiums and paid losses on Minnesota policies of $3,306,264. The commissioner, while reserving assessmentism from absolute condemnation, cannot overlook the fact that Minnesota swarms with assessment companies which deserve to be condemned, and he comments severely on the laxity of Minnesota law, which permits the existence of the plague. He says:

Of this class of companies there has been a gain up to this date, and several more have come in too late to be included herein. For some reason Minnesota seems to be a desirable field for them to operate in. Our laws impose little or no restrictions, and the people seem to welcome them, notwithstanding the unfavorable experience of other communities. Of the fifty-six named in this report, twenty-five are organized under the law of this state. During the past year several new ones have been formed, and some have ceased to do business. Although failures are numerous and volumes have been written demonstrating the unreliability of this kind of insurance, yet the number of companies seem to increase, and have no difficulty in getting members to pay their money into any scheme that *promises* something for a very little. It seems superfluous to make any extended comments or remarks upon the subject. Nothing but experience and that repeated, will teach the masses. Until legislation can be had, that will secure reliability and permanency to this business, the affliction will have to be borne.

Special Notices.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public :

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued withou medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

AGENCY (FIRE INSURANCE) FOR SALE, COUNTRY, capable of enlargement, expirations and good will for four per cent. of live business. The best of road and office equipments for less than cost. Address THE WEEKLY UNDERWRITER for particulars.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

Lloyds Plate Glass Insurance Co.,

68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.

Insurance on Plate Glass against Accident. Largest business and largest reserve of any similar company in the world.

The Fire Insurance Association

OF LONDON.

TRUSTEES IN NEW YORK.

JACOB D. VERMILYE, President Merchants National Bank.
THOMAS REID.
F. D. TAPPAN, President Gallatin National Bank.

THEO. W. LETTON, General Manager and Attorney for the United States.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

JANUARY 1, 1887.

CAPITAL PAID IN CASH	$1,000,000 00
Reserve for all Liabilities, including Re-insurance	3,826,085 00
Net Surplus	557,087 00
TOTAL ASSETS	$5,383,172 00

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes and Cyclones, Farm Property and Coastwise Marine.

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - 164 Dearborn Street, CHICAGO, ILL

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Doy St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,474,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON-FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

BONDS OF SURETYSHIP.

THE

GUARANTEE

CO. OF NORTH AMERICA.

Head Office : 260 St. James St, Montreal.

The OLDEST and LARGEST in America.

President—SIR ALEXANDER T. GALT.
Vice-President—HON. JAMES FERRIER, Senator.
Managing Director—EDWARD RAWLINGS.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

D. J. TOMPKINS, Secretary.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON.....Chicago.
H. K. LINDSEY.....Cincinnati.
E. W. CARPENTER.....San Francisco.
HUTSON LEE.....Charleston, S. C.
S. O. COTTON & BRO.....Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552,617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.
20 KILBY STREET, - - - - BOSTON, MASS
JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A SIMONDS, 153 La Salle Street, Chicago Ill., General Agent for the Western States

THE UNITED FIRE RE INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK
WILLIAM WOOD, Manager.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.
ORGANIZED 1859.
STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 60

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

COMMERCIAL UNION ASSURANCE CO.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Suplus as regards policy-holders	2,033,555 86

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 11
Surplus by Conn. and Mass standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 41
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St: Marine, 16 & 18 Exchange Place.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: {1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

Liverpool & London & Globe Ins. Co.,

ESTABLISHED, 1836. ENTERED UNITED STATES, 1851.

NEW YORK OFFICE:
WILLIAM & PINE STREETS.

NEW ENGLAND, NEW YORK, PENNSYLVANIA, OHIO, INDIANA, KENTUCKY, TENNESSEE, ARKANSAS, MARYLAND, DELAWARE, DISTRICT OF COLUMBIA, VIRGINIA, WEST VIRGINIA, NORTH AND SOUTH CAROLINA,

J. E. PULSFORD, Resident Manager.

CHICAGO OFFICE:
124 LA SALLE STREET,

ILLINOIS, MICHIGAN, IOWA, WISCONSIN, MINNESOTA, MISSOURI, KANSAS, NEBRASKA, COLORADO, DAKOTA, MONTANA, UTAH, WYOMING, AND NEW MEXICO.

WILLIAM WARREN, Resident Secretary.

NEW ORLEANS OFFICE:
Corner CARONDELET AND GRAVIER STREETS.

LOUISIANA, MISSISSIPPI, ALABAMA, GEORGIA, FLORIDA, TEXAS.

HENRY V. OGDEN, Resident Secretary.
JULES P. ROUX, Assistant Secretary.

SAN FRANCISCO OFFICE:
422 CALIFORNIA STREET.

CALIFORNIA, NEVADA, OREGON, ARIZONA, WASHINGTON TERRITORY, IDAHO

CHARLES D. HAVEN, Resident Secretary.

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493.94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.9
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

— $26,000,000 00 —

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, AUGUST 6, 1887. No. 6

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THE decision of Judge Taylor, a summary of which will be found in our legal department, in a case depending upon the validity of what is known as the "Texas iron safe clause," will be of interest to underwriters in the West as well as in the South, as the clause is frequently put into policies on country stores. It is quite necessary to the safe and economical pursuit of the business of fire insurance, that there should be some means of ascertaining the actual loss on stocks of country stores, and so the policy requires that a record and account shall be kept, and that this shall either be deposited, after business hours, in a fire proof safe or in some building other than the one where the stock itself is kept. Not so guarding the books the court holds is a failure to comply with the terms of the policy and the insured cannot recover. A contrary doctrine has been held—in the newspapers—and so it is well to have a judgment by a court, which, we take it, overrules newspaper decisions.

THE *Review* of London, directs attention to the case against the New York Life insurance company recently decided in the Queen's Bench and noticed in our issue of last week, which asserts that the surplus arising from overpayments by mutual policy-holders, and which is returned to them as dividends, is subject to an income tax as profits of the company. The *Review* considers this decision a bad one, and no one will doubt that it is, and that it ought not to stand. Yet it does not seem possible that the judges were blinded, or misled, as the *Review* intimates, by the fact that the life companies advertise this surplus as "profits." In deciding tax cases the court ought to be able to look at the thing rather than at the name by which it is called. We notice that Professor McCay is writing a series of articles on the proper mode of distributing life insurance profits, and we agree with the *Review* that the expression is misleading and ought not to be employed by underwriters in connection with the annually accruing surplus used for dividends to policy-holders.

WE reprint, in another column, a communication which first appeared in 1882 in the New York *Commercial Bulletin*, with the editor's remarks. It seems appropriate to the present condition of affairs in New Hampshire upon which we commented last week. The bill which made it the duty of the insurance commissioner to reduce fire insurance rates whenever in his judgment they are excessive, and which passed the house, has been amended in the senate, or rather changed, so as to destroy its usefulness. The senate proposes to give the commissioner authority to recommend a reduction in rate, and the house has agreed to the change proposed. It must be apparent even to a New Hampshire legislator, that there is nothing remaining in the section to redeem its absurdity. Legislation ought not to partake so much of the character of the resolutions of a political convention, and advice to underwriters by the legislature of a state which has such a marvellous lack of sense about underwriting questions, is utterly useless. If Mr. Pillsbury is to be required to hear complaints and make recommendations, he ought to be armed with authority to enforce his recommendations. The legislature has left "a barren scepter in his gripe."

THERE is one question that the oldest fire underwriters find hard to settle to their own satisfaction, and that is, whether open competition, with charging such rates as the individual who makes them may deem right, is better than doing business under board rates. It certainly seems as though business would be more satisfactory if each individual purveyor of insurance were allowed to make his own price instead of having to consult rate-books and tables. And yet, for some reason it seems that the more underwriters are left to themselves to make rates the less scientific do they appear to become. When they club together to rate a place profound wisdom is not always the result; asbestos stocks may rate the same as celluloid, iron shutters may substitute common sense in affecting rates and yet even the crudest sort of a board often seems more likely to bring forth equity as the result of its deliberations, than straight, open competition. A very good instance of this was lately observed in New York. A part of the dry goods district (which contained more fireworks and shoe factories than dry goods) was taken from the ratings of the largest, if not the most able body of municipal underwriters in this country. It was put to open competition. The result has been that stocks in that district have been placed at the uniform rate of forty cents and special hazards at sixty. The individual nature of risks seems to have been ignored and everything immediately reduced to a forty or sixty cent basis. And these risks have been pretty well replaced at these two rates, too. Now if this is because the brokers, being more intelligent than underwriters (?) are able to persuade them that they should prostitute their common sense and write a very peculiar portion of New York including the fireworks district, at the uniform rates of forty and sixty cents, then the subject is not so difficult to understand. On the other hand, if it is competition, all we have to say is that competition is a lame excuse for inexcusable follies.

A NEW YORK fire underwriter has written a communication to the Boston *Standard* about Commissioner Merrill's interpretation of the agency provisions of the new Massachusetts law, which that paper publishes, together with the commissioner's comments. We reprint the whole in another

column. The *Standard's* correspondent appears to us to be in error in several particulars, some of which are pointed out by the commissioner in his reply. We think that he is distinctly in error regarding the right of the state to revoke the authority of the agents of any company which fails to comply with the law. That was pretty effectually settled in the Wisconsin cases, and we have seen no evidence that the supreme court of the United States is likely to reverse those decisions. The duty of the Massachusetts commissioner, under the law, is clear, and it has been upheld, always, by the courts. An insurance company may seek justice in the courts, and no state can deprive it of this right, but it cannot prosecute a lawful business in any state except in accordance with the laws of that state. The power of the United States is not likely to be successfully invoked to enable New York to legislate for Massachusetts, and that is what it would have to do if it should prevent Massachusetts from deciding for itself what kind of personal contracts it would permit to be made within its borders. This correspondent is also, we think, in error as to what New York can do about it, and as to the character of New York's retaliatory law. New York retaliates upon other state companies in the matter of deposits, fees, licenses or taxes, and in no other way. As to preventing the factory mutuals from doing business in New York, they do not do any business in New York now, and do not ask to—at least any legal bnsiness. They do business in Massachusetts with citizens of New York and there has never yet been discovered any way of stopping that kind of business. But whether any means will or will not be discovered to put an end to the business, it is not to be presumed that Massachusetts will have the slightest objection to the adoption by New York of its entire insurance laws and their enforcement against Massachusetts companies, and that is what is meant by applying retaliatory laws.

THE recent decision of Justice Bradley dissolving the injunction granted to the state of New Jersey against the Staten Island Rapid Transit Railroad Company, has its interest for underwriters as well as others. We quote one paragraph :

> It is argued that corporations, as such, have no legal existence outside of the state by whose laws they are created, and cannot transact business in another state except by the comity of its laws, which are not accorded in the present case. This doctrine is subject to much qualification. It is undoubtedly just and proper that foreign corporations should be subject to legitimate police regulations and should have an agent in the state to transact business. In reference to banking and insurance the matter might be different, but in pursuit of business authorized by the government of the United States and under its protection, the corporations of other states cannot be prohibited or obstructed by any state.

The whole decision, as might have been expected from Justice Bradley's well known bent of mind, is strongly against the authority of the states and in favor of what is commonly termed the Nation, with a big N. The case will of course go to the supreme court, and the state of New Jersey is confident of a reversal. It is evident from the above paragraph that Justice Bradley has not been oblivious to the discussions regarding insurance and its regulation by state laws, and his language may possibly be construed to imply a doubt whether or not congress has the constitutional right to take insurance under its protection. "The doctrine that corporations have no legal existence outside of the state by whose laws they are created," says Justice Bradley, "is subject to much qualification." As applied to insurance he thinks that the case might be different, but has no doubt that corporations chartered for commercial purposes, may put themselves under the protection of the United States, and safely defy the state authorities.

THE following paragraph from *The Weekly Statement*, of August 3, will serve as an introduction to a few remarks in the same direction with others which we have felt called upon to address to insurance officers and agents from time to time.

> In another column is told the tale of wrong that an old policy-holder supposed had been done him by the Mutual Life. It was a misconception on his part that was quickly dispelled; but the incident illustrates how prone men are to attribute sinister motives to life insurance companies. The Mutual had treated this man with the utmost fairness during his long membership, but when the first misunderstanding arose his worst suspicions were aroused. It was perhaps not so much the policy-holder's fault after all that he took this position. His action was largely engendered by the false attitude toward life insurance adopted by many otherwise well informed men. They would not express an opinion upon other subjects of which they knew nothing, but they cavil at life insurance without knowledge of its principles or its methods. The object of every agent should be to disseminate information as to the objects and practices of life insurance to such an extent that the last trace of bigotry shall be removed. Then, and not till then, will his path be one of ease.

It is not at all surprising to us that "otherwise well informed men" take a false attitude toward life insurance. The best informed men, life insurance agents and officers take the same attitude, and no one is a greater sinner in that respect than the editor of the Mutual Life's *Weekly Statement*. For example, would not any one, reading that publication and believing it, be prepared to believe anything that was bad of the Northwestern or the Equitable or the New York Life? And *The Weekly Statement* is not the only sinner in this direction. The agents of a great many companies habitually destroy, so far as lies in their power, the character for fairness and honesty of the managers and agents of every other company. Does any one suppose that this sort of work, which has been going on for a quarter of a century, has had no effect upon the public judgment regarding life insurance? Here is a business which "otherwise well informed men" do not understand, and which those who do understand it tell them is full of deceitful and lying promises and artfully concealed traps for the unwary. Shall they not accept this judgment as a righteous one? The obvious thing for agents and officers is to stop kicking and biting at one another, and to remember that they cannot drag the banner of life insurance in the mud and expect the spectators to applaud its beauty and cleanliness.

That Connecticut Mutual Obligation.

THE receipt of *Our Soeiety Journal* this month has given us an unexpected pleasure. Its editor gives away his story about that obligation of the Connecticut Mutual Life insurance company which he was so anxious to sell, and which, assuming it to be what he said it was, we were willing to buy.

It appears from this narrative that the obligation in question is a paid-up policy for three hundred and ninety-six dollars, due and payable to the legal representatives of some young man—(name and residence not given)—upon due and satisfactory proofs of his death. He is not dead, and we are old, and, as it is a non-participating policy from which there is no income and we are not speculating in futures on

younger lives than our own, we shall have to decline to purchase.

Nor do we think that we have entirely discharged our duty in thus declining. Our esteemed contemporary the *Independent* has also offered to buy this obligation, and we feel constrained to say that a life insurance policy is not negotiable paper, transferable from hand to hand like a commercial note, and the Connecticut Mutual Life has seen fit, in some of its policies, at least, to guard assignments pretty carefully. For instance satisfactory proof of interest in the life insured is required. Now the man who claims to hold this policy by assignment does not appear to have any interest in the life insured, and we certainly have none. If we could become the legal owner of this policy our only interest in the life insured would be to have it terminate as speedily as possible, and that is a condition of things which the law as well as public morality discountenances.

Then again, this policy has to be taken, if taken at all, subject to its conditions of forfeiture, and who would like to pay good money for a piece of paper which may be totally forfeited by the subsequent action of a young man who comes to New York, gets broke, and "spouts" his life insurance policy for money with which to pursue his pleasures? This is the history of this policy given by *Our Society Journal*:

> A young man from the West was passing through this city, and requiring a larger amount of money to enable him to continue his journey than he had on hand at that time, application being made to us we assisted him by giving our check for $100, for this paid-up policy in the Connecticut Mutual for the sum of $396.00, upon which there should be annual dividends, and upon which the company is required by law to retain a much larger reserve than the $100, which we advanced. We naturally supposed that we would not lose any money through aiding this young man, but, to our surprise, we have been unable to obtain a single penny from the Connecticut Mutual Life insurance company in consideration of our surrendering this policy which is payable to the representative of the insured!

This reads like an ingenuous tale, but we doubt it, because the insured knew perfectly well that the company did not purchase its own policies, and that fact is one of such common information that every one should know it. Besides this policy has passed through too many hands to leave any belief in the mind of a person of ordinary intelligence that he could realize upon it. If the editor of *Our Society Journal* will tell its readers what is the exact relationship of the insured under this policy to the ex-superintendent of Ohio and the present comptroller of the Mutual Reserve Fund Life Association, and also give us some information about one Charles Wright, of 38 Park Row, we may be able to believe that he is really the owner of this policy and the guileless infant he assumes to be.

Our Society Journal concludes a somewhat long article about this matter, as follows:

> This policy is issued over the signatures of the vice-president and secretary of this great Connecticut Mutual Life insurance company, and the concern may have many millions of dollars of assets, but as far as we are concerned, representing, as we do, the member in question, these millions of assets are no good to us; and, if they are no good to us, being a member of the company, of what earthly good are they to the other members?
>
> A man may be starving, he may be without clothes to wear, he may be without fuel to keep his body from freezing, and at the same time have large sums of money locked up in the treasuries of these great level-premium concerns, like the Connecticut Mutual Life—but be unable to obtain a single dollar!

Let us say, for the information of this editor, that neither he nor the man he claims to represent, is a "member" of the Connecticut Mutual Life insurance company, as a glance at its charter will show him.

That starvation picture, too, seems a little overdone. The holder of this policy appears to have been able to realize upon his investment, and the purchaser of this obligation has only to hold it until it matures and then prove his ownership to get his money. The man who has bought a life insurance policy and then goes around whining because the company that sold it will not take it back and pay him for it is a spectacle for laughter and not for tears. At least we shall reserve our tears for those victims of the Mutual Reserve Fund Life Association who find themselves unable to collect their policies *after* the death of the insured.

Facts and Opinions.

THE eighteenth annual meeting of the Fire Underwriters Association of the Northwest, will take place at Chicago, on Wednesday and Thursday, September 14, and 15, next. The following is a programme of the leading features of the occasion:

ON WEDNESDAY: Roll call; reception of visitors and representatives of other associations; reports of executive committee, secretary and treasurer and librarian.

Address by President Abram Williams.

Reports of special committees.

Intermission.

Annual address: "Something Besides an Insurance Man," by Henry H. Hall, manager of the Northern of London.

Paper: "Meteorology, in its Relation to Commercial Pursuits, Especially Insurance," by Lieut. John P. Finley, Signal Corps, U. S. A.

Paper: "Criminal Fires in the United States," by Franklin Webster, editor of the *Chronicle*.

A discussion will follow the reading of each of the foregoing papers.

ON THURSDAY: Miscellaneous business; reports of state boards.

Paper: "Some of the Social Aspects of Fire Insurance," by Franklin MacVeagh, merchant, Chicago.

Paper: "Hostile Legislation and the Remedy," by J. J. Berne, adjuster of the Traders insurance company of Chicago.

Paper: "The Relation of Insurance to Civilization," by C. C. Hine, editor of the *Insurance Monitor*.

Discussions follow the reading of each paper.

Intermission.

Address: "Some Thoughts from a Lawyer," by Gen. I. N. Stiles, of the Chicago bar.

Paper: "The Local Agent," by Theo. Guelich, Burlington, Iowa.

Paper: "Should Insurance be Taught in Universities?" by I. W. Holman, general agent of the British America.

Paper: "The Benefit of Local Boards and Compacts to Insurors and Insured," by C. L. Whittemore, special agent of the Connecticut Fire.

Discussions follow the reading of each paper.

Election of officers and adjournment.

THE New York fire commissioners have taken action in the matter of the storage and sale of fireworks in the city of New York, and have sent to the mayor the draft of a proposed ordinance, requesting his views upon it. In substance the regulations prohibit the storage of fireworks below 59th street and their sale at any time within a part of the city bounded irregularly by Chambers street on the south and 23d street on the north and extending irregularly from Fourth avenue to Sixth avenue. Permits to sell at retail will not be granted to premises where the other business carried on would, by combination, increase the hazard, such as carpenter shops, cigar stores, or paint and oil stores, nor for such sale in frame buildings, nor buildings used for

family residence. Retail permits will be granted for only one place on a block.

All buildings for the sale by retail of fireworks, within which such permits ars issued, must be lighted with gas or electricity, and all lights must be protected with glass or wire coverings or globes. Those to whom such permits are issued must first sign an agreement to allow neither smoking, nor the making nor keeping of any fire, nor the use of any substance for illuminating purposes except gas and electricity, upon or about the premises where such sales are licensed. They must not, expose any fireworks outside the walls of the building, nor in any open door or window. The entire amount of fireworks that may be kept in any building so licensed must not be in the excess of the value of $500. The retail license fee will be five dollars.

The other regulations, for storage and wholesale, are as follows:

1. Application must be made in writing to the inspector of combustibles in the form required for retail permits.

2. No permit will be issued for such storage for sales to be made in that portion of the city lying south of or below 59th street east and west.

3. Above 59th street such storage and sales will be permitted, either in fire-proof buildings constructed in the manner required by section 493 of the consolidation act, as amended by section 20, chapter 566, laws of 1877, or in brick or stone buildings, not more than twenty-five feet in width, seventy-five feet in depth, and fifty feet in hight, and separated from any other building on the sides and rear by a clear open space of not less than twenty-five feet.

4. No permit will be issued for the storge or sale at wholesale of any of said articles in any building in which the sale of fireworks at retail would be authorized under the rules governing the granting of permits for retail sales Nor will the storage or wholesale of any of said articles articles be permitted in any building any part of which is used for dwelling or sleeping purposos.

5. Smoking must not be permitted in any building for which such permit has been issued. A competent person in uniform must be kept in front of every such building during the whole of business hours from June 10 to July 10 of each year, whose duty it shall be to prevent persons from entering said premises with lighted cigars, and to take such other precautions as may be necessary to insure the public safety.

6. Any permit issued pursuant to the foregoing regulations may be revoked by the board of fire commissioners at any time when in their opinion the public interests so require. All permits in force at the date of adoption of these regulations are hereby revoked.

7. An annual fee of twenty dollars will be charged for each permit issued hereunder.

THE following is the New Orleans *Times-Democrat's* account of the failure of the Louisiana insurance company, (underground and wild-cat):

For the past month it has been currently reported that the Louisiana insurance company was on the ragged edge, and that its suspension was only a matter of a short time. Lucien M. Gex, acting president of the company, was interviewed by a *Times-Democrat* reporter, on two separate occasions, concerning the rumors that his company was fast drawing to a suspension, but each time he stoutly denied the report. The company was organized a little over two years ago by E. Marion Hunt, now deceased. The office was opened in the Story building on Camp street. On the first of July the company removed to the building formerly occupied by the New Orleans National Bank, which was neatly fitted up. A number of persons when spoken to concerning the reported failure of the company remarked that it was hardly probable that a corporation that had just changed quarters for a larger and more expensive one would do so while on the verge of failure. Lucien M. Gex, acting president of the company, Monday filed an action in the civil district court against the Louisiana insurance company, praying for a forfeiture of the charter of the company and the appointment of a commissioner to liquidate its affairs. The petition sets forth that the company have abstained from taking any further risks, having suspended business. Annexed to the petition are schedules showing the total assets to be $21,993.86, against liabilities of $54,623.01.

THE directors of the Sterling Fire insurance company of New York decided on Tuesday to retire the company from business and its outstanding risks have since been re-insured by the Exchange Fire of New York. The Sterling Fire is another of the local companies which succumbs to the unprofitable situation brought about by demoralization in rates and the superior competitive advantages of the large companies. It was organized in 1864, with a capital stock of $200,000 and did a profitable local business for some years, paying ten per cent. dividend. In 1884 it absorbed the Hope Fire insurance company and thereby increased its capital to $350,000. Recently it has not been doing so well, and has occasionally passed its dividend. According to its last annual statement the Sterling had assets of $465,794, and liabilities of $455,277, leaving the small net surplus of $10,517. The president is John K. Van Rensselaer, who succeeded Andrew L. Soulard a year ago, and the secretary is Louis P. Bayard.

A YEAR ago the directors of the American Exchange Fire insurance company of New York desired to re-insure and retire the company from business, but were persuaded to postpone action for a year in the vain expectation that the business would improve. Recently, on the recommendation of the finance committee, of which General Fitzgerald is chairman, the directors again voted to close up the company, and sent a circular letter to the stockholders apprising them of the condition of affairs, and asking for their assent or dissent from the conclusion of the board. We understand that the stockholders are unanimous in sustaining the board, and that a meeting will be held on Wednesday next to formally vote to wind up the company. Several offers have been made for the re-insurance, which may possibly go to the new Liberty company, but will probably be taken by either the German-American or the Niagara. It is not certain that it will go to the lowest bidder, but it is said that the re-insurance can be effected at less than forty per cent. of the unearned premium. The company had twelve millions at risk on the first of January last, more than two-thirds of which was one year business. Its income last year was $58,214, its expenditures $62,963. It was organized in 1859, with a capital of $200,000. Its last annual statement gave it assets of $253,199, and a surplus of $25,737.

A HANDY book of information about insurance and insurance men in the South has long been desired and Messrs. Brown & Janvier, of the New Orleans *Vindicator*, have at length supplied the want, by the publication of "The Southern Insurance Directory for 1887," wherein are reported the business, agents, local insurance ordinances, and fire defences of each city, town and village of importance in the South, and the insurance statistics and legal requirements of each of the southern states. Other matter of value to fire and life underwriters, particularly to the former, appears, together with some well considered essays on the cotton, cotton gin, sugar house and dwelling house hazards in the South. The arrangement of subjects in the book could be improved, but as this is the initial volume allowances should be made. The expenditure of much labor in compilation is apparent, and this ought to be appreciated by underwriters. The price of the directory is three dollars.

A REPORT of the examination of the Massachusetts Mutual Life by the Massachusetts insurance department in June, 1887, has just been published. The commissioner says that the securities and accounts of other assets, as reported in the company's last annual statement, were examined and found correct. The assets for December 31, 1886, were found to be $8,513,553; liabilities $7,903,768; surplus $609,785; policies in force 16,537. At the conclusion of the report Commissioner Merrill says:

The evident excellent management of the affairs of this company since the last triennial examination merits commendation, and the results may well be a source of gratification to the policy-holders. The reduction in the amount of real estate in the sum of $566,000 has been accomplished only by dilligent persevering and intelligent effort; and it is clear by comparison that the sales have been largely from the less productive portion of this class of property. The other securities excepting only the small amount of government bonds, all bear a higher rate of interest than four per cent., and the progress of the company under the present management, towards additional solidity, is cause for congratulation.

THE Boston *Advertiser's* Concord, N. H., correspondent says of the fire insurance situation in New Hampshire at present:

Much has been said about the success of the companies in New Hampshire. It is perhaps too soon, and the companies are too young to judge of the result. It would be strange and unexampled if all had equal success. But in spite of higher rates and more stringent combinations than was ever dreamed of by the Foreign companies, it is whispered that the insurance commissioner was compelled to abandon an intention of asking for a semi-annual statement of the condition of the companies July 1, 1887, because it was alleged that not a single one of the smaller companies could make a statement that would not show an impairment. This may or not be true, but if the commissioner has secured any such statement he has certainly failed to make it public.

THE *Gardener's Chronicle*, an English paper, mentions "a curious tree, a species of *Rhopola*, of contorted appearance, and growing to a height of about twenty feet, which is said by Mr. W. T. Thiselton Dyer to be absolutely indestructible by fire, and to survive in large districts in South America where the dry pastures and bush are burnt twice a year, and everything in the way of vegetable life is destroyed with the exception of this tree." It would be a good idea to build our western frame towns of that tree. There are millions in it!

In reply to a subscriber: the Glasgow and London insurance company was organized in 1881, and "reconstructed" in 1884. It has never been authorized to do business in the United States, at least its name has never appeared in the state reports, though we believe that it did have an agency at one time on the Pacific coast. It has neither the capital nor assets required of Foreign companies by the laws of New York and other states.

A FIRE in the heart of the city of Baltimore on Thursday morning burned nearly $1,000,000 worth of property. It began in a cracker bakery on East Pratt street, an old building, which "burned like a tinder box," and spread to neighboring property, causing the death of the captain of one of the engine companies and seriously injuring the chief of the fire department. All losses are reported to be covered by insurance.

THE governor of New Hampshire has re-appointed the Hon. Oliver Pillsbury, insurance commissioner of that state for another term of three years. The legislature has fixed his compensation at the munificent sum of $1,500, which must include clerk hire. Hitherto he has had to depend upon fees. The compensation bill was for $1,600 but that was more than the legislature would stand.

THE Order of the Iron Hall, against which an injunction was asked for by Commissioner Merrill, has agreed not to continue business in Massachusetts and will let its affairs remain until the incoming of the new legislature when an attempt will be made by it to secure legislation which will protect its peculiar methods.

THE cases of Frederick Webber and C. W. Moore, agents of the New York Life, cannot be tried until the January term of the court. "It is more than probable that the cases will be settled quietly by the payment of the maximum fine in both cases," says our Boston correspondent.

THE examination of the condition of the Continental Life of Hartford, by the Connecticut insurance commissioner, under the law requiring tri-ennial examinations of all state insurance companies, will consume another month.

THE directors of the Lloyds Plate Glass insurance company have declared a semi-annual dividend of five per cent. The company's assets have increased $24,865 in the last six months and its net surplus is now $41,726.

THE sixth attempt to destroy the offices of the *New Yorker Herold* by fire came off on Thursday night, and the anarchists, as usual, are accused of the incendiarism. It is about time they were caught.

THE Boston Board of Fire Underwriters to date has issued 183 first-class, 89 second-class and 116 third-class licenses to brokers in Boston and the state.

THE People's Mutual Fire insurance company of Worcester, Mass., has just been chartered.

ST. LOUIS fire losses in the first half of 1887, were $799,128; the insurance losses being $729,116.

Personals.

AGENCY APPOINTMENTS.

American Steam Boiler: E. A. Lord, Boston, Mass.

American of Newark: Charles W. Holden, Boston, Mass.

Hanover Fire of New York: John A. Bowie, Atlanta, Ga.

Imperial: Henry A. Monk, South Braintree, Mass.

Manhattan Life: Adolph Proskauer, St. Louis, Mo.

Phenix of Brooklyn: John C. Munn, Holyoke, Mass.

Sun Fire Office of London: Whitney & Thompson, Atlanta, Ga.

Union Central Life of Cincinnati: H. H. Fenton, special agent, with headquarters at Chicago.

Washington Life: H. B. Bacon of Marquette, Mich., assistant manager of agencies for Michigan, Indiana and Wisconsin.

President Peter Notman of the Niagara Fire, was sworn in on Tuesday as a member of the board of examiners of buildings under the New York city building law. The selection was made by the New York Board of Fire Underwriters, in accordance with the provisions of the same law.

Mr. A. B. Thorn, the Brooklyn insurance agent, who was arrested at the instance of George Simonson, another insurance agent, on the accusation of obtaining money under false pretences, was honorably discharged by the magistrate, who censured the prosecutor for his course

Manager Martin Bennett, of the Lion and Scottish Union and National, returned from Europe by the tidal-wave-struck Umbria, which arrived on Sunday.

Mr. W. T. Adair has been made secretary of the Manufacturers and Merchants insurance company of Pittsburgh, in place of John D. Henry resigned.

Mr. Gerard B. Allen, of St. Louis, whose death took place last month, was for some years president of the Covenant Mutual Life insurance company of St. Louis.

Mr. T. H. Bowles, late of Atlanta, has been appointed general agent of the Mutual Life's newly created department of Louisiana and Mississippi. His headquarters will be at New Orleans.

Mr. Ebenezer Learned, formerly president of the old Norwich Mutual Fire insurance company of Connecticut, and a prominent citizen of Norwich for a half century, died July 29, aged seventy-six years.

Mr. George Thornton has resigned the vice-presidency of the Life Insurance Company of Virginia.

President Hyde of the Equitable Life, sailed for Europe last Saturday.

Insurance Legislation.

Georgia.

ATLANTA, GA., August 5.—Mr. Howell, representative from Fulton county, has introduced in the house a bill to amend the charter of the Atlanta Home insurance company, converting it into a purely mutual company upon the following conditions: At a meeting of the stockholders the value of the property shall be estimated with assets and business. Upon ascertaining this fact, six per cent. interest shall be paid stockholders on their stock until the principal sum thus ascertained shall be paid each stockholder. All property shall be held for the payment of losses on policies issued, before the payment of any interest to stockholders, and that subject to this first lien of policy-holders the entire net income, after deducting losses and expenses shall be disposed of as follows: Not less than forty per cent. of the gross premiums received each year on policies not expired shall be set apart as a re-insurance reserve fund. Six per cent. of the ascertained value to be paid as interest to stockholders; twenty per cent. of the gross income shall be set apart as a permanent reserve fund, and the balance to be divided pro rata, according to premiums paid, among policy-holders who have not sustained losses. After the permanent reserve fund has reached $200,000, the sum of $100,000 shall be paid to stockholders.

Provision is made in the bill for a convention of the policy-holders and transfer of management to them, and that the entire net income shall be distributed among the policy-holders as dividends, except an amount not less than forty per cent. of gross premiums set apart as a re-insurance fund, and ten per cent. as a reserve fund.

Mr. Little, of Muscogee, has introduced a bill to extend the charter of the Georgia Home insurance company for thirty years.

A bill was also introduced in the house for the relief of the Mutual Reserve Fund Life Association of New York; barred from doing business in the state by reason of failure to file semi-annual returns, in January last. This bill passed the house yesterday.

The bill defining and regulating fidelity insurance passed the senate to-day.

The resolution for the relief of the Continental insurance company of New York; to relieve the company of the penalty of $500, for failure to make returns to the state, was introduced into the senate on Monday, and elicited considerable discussion, upon the argument that the granting of the relief would establish a dangerous precedent. The call for the yeas and nays was made on the passage of the resolution, and resulted: yeas 29, and the nays 2.

The senate finance committee, to which the general insurance bill was re-committed, changed it in one particular. As the bill originally read, all foreign fidelity insurance companies were required to have a paid up capital of a half-million dollars, before they could do business in the state. It having been brought to the attention of the committee that there are only three companies of purely this nature in the United States, and of these only one has a paid up capital of $500,000, the others having a smaller capital, it appeared that the bill as it stood, would debar the latter from doing business in the state, and practically give a monopoly, without intending it, to the largest company. The bill was therefore amended so as to make the amount of capital required $250,000, instead of $500,000. The original bill also read "fidelity insurance companies solely." If this clause had been allowed to remain, it would have debarred a number of companies which do boiler, plate glass or casualty, as well as fidelity business, from entering the state. These companies asked that the word "solely" be stricken out. The bill, with these and some unimportant amendments, was reported in the senate, and passed that body yesterday.

New Hampshire.

CONCORD, August 5.—The committee on insurance on Tuesday again considered the bill to admit the Mutual Reserve Fund Life of New York, and Mr. McLane's bill to modify the present valued policy law. It was voted to report adversely against both bills. There is a possibility of minority reports on these bills.

The bill to regulate insurance rates, and further define the duties of the insurance commissioner, which passed the house last week was returned from the senate on Tuesday with amendments. The amendments provide, in effect, that the commissioner shall, upon the complaint of an insured party *recommend* a reduction of rate instead of *order* a reduction, as provided in the original bill and that the commissioner shall receive compensation for all the duties imposed by the bill, instead of these prescribed in one section. As amended the house passed the bill to-day.

The following insurance companies have been chartered during the session so far: City Fire of Manchester; New England Fire of Manchester; City Fire of Concord; General Stock Fire of Manchester; Citizens Fire of Dover; White Mountain Mutual Benefit Association.

Insurance in the Courts.

The Iron Safe Clause—A Decision Affirming its Force and Validity.

In the district court, at Shreveport, La., Judge Taylor has rendered a decision of interest to underwriters upon stocks of goods in the South, in which section the "iron safe clause" is largely inserted in fire insurance policies. The case before the court was that of Dreyfus & Co. *vs.* L. Marks and J. C. Soape *vs.* L. Marks, consolidated. Three New Orleans insurance companies were parties to the suit. Three policies were taken out on a stock of merchandise such as is usually kept for sale in country stores. In each policy was found the "iron safe clause," which the court described as follows:

This is in substance an undertaking or promise by the insured to keep a set of books, showing a complete record of all the business transacted, including purchases and sales for cash or on credit, together with the last inventory taken of said business, and a further promise to keep such books and inventory securely locked in a fire-proof safe at night, and at all times when the store mentioned in the policy is not actually open for business, or in some secure place not exposed to a fire which would destroy said store, and to produce such books and inventory. In the event of failure to produce the same the policy shall be deemed null and void and no suit shall be maintained thereon for any loss.

Judge Taylor then proceeds to say:

The testimony of the assured and his clerk is that commercial books are kept, but that they were not deposited in an iron safe, or in a secure place not exposed to a fire which would destroy the store. They, together with an inventory

of the stock made September 1, 1886, were kept in the store and were destroyed with the other contents of the building.

Upon this state of facts the following questions arise:

1. Is the iron safe clause a warranty or a representation?

2. Has the assured complied with the obligation imposed upon him by said clause?

3. If he has not, does such non-compliance annul and avoid said policies?

Writers on the law of insurance agree that there is a marked distinction between a warranty and a representation, although it is not always easy to distinguish the one from the other.

A representation is said to be a statement incidental and prior to the contract of insurance. Wood on Insurance, section 177. It is in its nature a part of the contract and is usually described by the term "collateral." May on Insurance, section 173: It is defined by Duer to be a statement of facts or information tending to increase or diminish the risks made prior to the execution of the policy to the insurer in order to guide his judgment in forming a just estimate of the risks he is desired to assume. Duer on Insurance, page 656, section 8.

On the other hand, a warranty enters into and forms a part of the contract itself. It defines by way of particular stipulation, conditions or otherwise, the precise limits of the obligation, which the insurers undertake to assume, and no liability can arise except within those limits. May, sections 183, 156. An express warranty is a stipulation inserted in writing on the face of the policy on the literal truth or fulfillment which the validity of the entire contract depends. By it the assured stipulates for his strict compliance with some promised line of conduct upon penalty of forfeiture of his right to recover should the term of contract promised be unfullfilled. *Ib.* section 179.

Warranties are of two kinds: Affirmative, or those which allege the existence at the time of insurance of a particular fact, and avoid the contract if the allegation be untrue; and promissory, or those which require that something shall be done or omitted after the insurance takes effect and during its continuance, and avoid the contract if the thing to be done or omitted be not done or omitted according to the terms of the warranty. *Ib.*, section 157; Wood, section 165.

From the distinction between a warranty and a representation, important consequences flow. One of these is that in case of warranty the question of materiality does not arise, while in case of representation it always does. It is necessary in order to charge the insurers in a case of warranty to show that every one of the terms and conditions which define their liability has been complied with, and the burden of proof is on the assured. On the other hand, a representation needs not, like a warranty, be strictly and literally complied with but only substantially, and in those particulars which are material. May, section 184, Adema *vs.* insurance company 36 A., 660.

But it does not necessarily follow that all the stipulations and conditions are warranties because they are found on the face of the policy. Whether they are so or not will depend upon the form of expression used, the apparent purpose of the insertion and sometimes upon the connection or relation to other parts of the instrument, and will exist only upon the fair interpretation and clear intentment of the words of the parties. May, section 164; Wood, section 164.

In the instant case there is no room for interpretation or construction. The language used in expressing the clause in question is free from any ambiguity and must unquestionably be viewed as a promissory warranty. It is certainly not a statement of an existing fact communicated to the insurers in order to enable them to determine whether they would enter upon the contract and upon what terms. It is not an agreement collateral to the contract of insurance or one preceding or following it. It is a part of the contract itself and is in the nature of a condition precedent to a right to recover, and the party whose rights are dependent upon such a condition must show that he has performed it. May, section 156.

The parties made their own contract and it is a law unto them. R. C. C., 1,901. The court cannot add to or detract from it,or say that this promissory warranty shall not be enforced, because it is not material to the risk. It is enough that the parties agreed to it, however unprovident or immaterial it may be.

In my opinion it was a reasonable and material condition and whether it be viewed as a warranty or a mere representation, this is plain that it must be substantially true and correct; *i. e.* that, in so far as it was executory in imposing on the assured an obligation to do certain things, it must be substantially compiled with. May, section 156. Did the assured keep such a record of his business as this claim required? It will be perceived that it does not demand that he shall keep a full set of commercial books. He is only required to keep a record of his business, which he might as intelligibly, although not as conveniently, have done in one as in a half dozen of books. He was a country merchant to the knowledge of the insurers, and it is a notorious fact that a full set of commercial books is rarely kept by this class of dealers. But the contract required him not only to keep but to produce this record in case of a loss, and in order to enable him to produce it, he was further required to keep it in a fire-proof safe, but in case he had no safe he was allowed to deposit it in some secure place not exposed to a risk which might destroy his store.

The object of this requirement is obvious. It was to procure satisfactory evidence of the extent of the loss or damage in case of fire, and was designed to protect both the insured and the insurers; the one against unfounded deductions from, and the other against unfounded augmentations of, the value of the property destroyed, hence the only value of the books or record kept to either party was in its production, and to enable it to be produced it was agreed that it should be kept either in an iron safe or in some place of security other than the store in which the property insured was deposited.

The defendant had no safe, hence a greater necessity for placing the books in some secure repository. It is in proof that if he had kept them in his warehouse, a building within the same yard as the store, and in which he was in the habit of storing goods, they would have escaped destruction. He kept his books in his store, which was burned in the night time, and they were burned with it.

The facts of this case aptly illustrated the wisdom of requiring this commercial record to be kept. The insured and his clerk testified that on or about September, 1886, not quite two months before the fire occurred, an inventory of stock was taken amounting to the sum of $4,647.68. and that the goods destroyed were worth $4,000, or $4,500. Between these two dates the stock was increased by purchases to the extent of $1,001.57. There was but one commercial book saved from destruction, which is in evidence, and it appears to be both a transcript from the books burned and a record of current transactions. If it be complete and correct as a record, then it shows that from this stock of merchandise, valued September 1, 1886, at $4,647.68, and increased more than $1,000, in the space of two months, there was sold less than $500 worth of goods. The insured ought, then, to have had at the time of the fire more than $5,000, worth of merchandise on hand.

But the testimony of reputable and qualified witnesses, utterly refute this supposition. The highest estimate put upon the value of the goods burned is $1,500, an estimate made by Robinson, a merchant, who frequently visited insured stores and was fully qualified to judge the value of such property. His clerk, McClanahan, who examined the stock on the day before the fire, says it was worth from $800, to $1,000. Heath, also a merchant, puts the value at not more than $800, and from the testimony of these witnessess, it will be seen that they had abundant opportunities of reaching a correct conclusion on the matter. The sum of these estimates does not equal two-thirds of the value of the goods which, if the book filed in evidence be true, the insured ought to have had at the time of the fire. If each of these estimates be compared with that of the insured and his clerk, and the evidence offered by the book, the discrepancy will be found to be enormous. That of Robinson shows a difference of $4,000; the two others a difference of $4,700. Under this state of facts it is not difficult to reach the conclusion that the defendant is attempting to perpetrate a fraud by a wilful exaggeration of the value of the property destroyed.

The very purpose of this iron safe clause is to shut the door on just such frauds.

Does non-compliance with this clause annul and avoid the policy? The authorities cited in the previous part of this opinion are unanimous that there must be a substantial compliance with a promissory warranty, and some of them go further and say that compliance must be literal and exact. May, sections 156, 157, 183, 104, 195; Flanders, sections 226, No. 240; Wood, sections 166, 164, 165; Duer, p. 646. Our own law is in accord with the principles laid down by these

writers. It recognizes the distinction between affirmative and promissory warranties, and considers either as a condition precedent. On the non-performance of the promissory stipulation the contract becomes void and is incapable of producing any obligation between the parties

In this and in other states of the Union such a stipulation must be literally performed. It follows that it is immaterial to inquire whether the loss was occasioned by a breach of the warranty or not; the insurer having failed to comply with the condition on which the insurer agreed to bind himself, the latter is discharged from all responsibility. Goicoechea *vs.* insurance company 6, N. S., 51; Cucullu *vs.* insurance company, 6, N. S., 11. These were cases of marine insurance, but the same principles govern in cases of fire insurance. May, section 172-7; Wood, section 2.

Miscellany.

Astonishment of the New Hampshire People at the Indifference of the Outside Agency Companies.

Amazement sits on the people of New Hampshire, according to the report published in the Boston *Commercial Bulletin*, because the fire insurance companies outside the state are not taking advantage of the meeting of the legislature to clamor for the repeal of the laws which induced them to withdraw two years ago. This slighting treatment of a great matter hurts the feelings. The Boston paper says:

There are some prominent business men in New Hampshire whose adherence to "home interests" and whose feelings of state pride are not so intense as to prevent their patronizing a foreign railroad corporation and coming to the city of Boston now and then. Upon their very good authority we make the statement that the people of New Hampshire generally are much surprised because the agents of insurance companies from other states and agents of those insurance companies chartered by European monarchies, more or less *effete*, are not besieging the legislature of New Hampshire, now in biennial session, for the purpose of securing the repeal of the valued policy law. This feeling of surprise is said to be the greater because the New Hampshire legislature is half through its present session and will not convene again until the torrid weather of 1889 sets in. This inactivity of the foreign insurance officials is of such a masterly order that some apprehension is manifested lest the foreign insurance companies were mindful of the swift flight of this nickel plated opportunity.

It should not be inferred from this that all the people whose eyebrows are arched and whose general mein is one of mingled astonishment and perplexity when contemplating this problem, are anxious to help on the repeal of the law; by no means. Those in whose breasts the fires of anger and resentment burn most fiercely are the most surprised and perplexed, and back of these emotions is a feeling of chagrin. The utter want of manifestations of interest in the matter, as far as the outside companies are concerned, to say nothing of the failure on their part to appoint committee to proceed to Concord with the ammuntion of war,—such total lack of interest in the matter does, in spite of one's self, add force to the position taken by the withdrawing companies that the business of New Hampshire being so small and comparatively unprofitable was not worth fighting over.

Several bills bearing upon the valued policy question have been introduced and are before the committee on insurance, but none which appear to have been directly or indirectly inspired by the outside companies. Now this is not merely perplexing but depressing to the average New Hampshire man, because the entire people, save those few financially interested in the newly formed local companies, greatly desire the return of the outside companies. Their insurance is not abundantly offered, even such as it is, and the rates are admittedly higher than under the old *regime*. Every fire embitters more or less people against the existing order of things, and as providence seems not to especially favor the people of the Granite State in this matter, fires are frequent and severe. The loss for the first six months of 1887 has been accurately determined at $1,031,102 and the insurance at $578,875. As this means a loss of half a million of dollars the matter is beginning to assert itself upon its economical side. Then the increased demands for water works and fire extinguishing apparatus are beginning to get a trifle monotonous. A few such expenditures were at first very popular and were much applauded in the city press of New Hampshire and by the towns which were doing nothing themselves, but the movement loses in popularity as the intimation gets abroad that every New Hampshire town should incur more or less expense of this nature. The hard-headed farmers always have got along without fire apparatus and are prone to ask why not now? This also is vanity and vexation of spirit to the leaders of the state insurance movement.

The Enforcement of the Massachusetts Law Prohibiting the Writing of Insurance Risks in the State through other than Resident Agents—Some Comments Thereon.

The Boston *Standard* publishes a communication from "a New York fire underwriter of the highest standing," attacking Commissioner Merrill's position regarding the enforcement of the law prohibiting the writing of insurance contracts upon property and lives in Massachusetts by other than authorized and resident agents doing business in Massachusetts, together with the commissioner's reply to the communication. Our own comments will be found elsewhere.

DEAR SIR—We have your favor of the 11th inst., on the subject of taking risks in the state of Massachusetts, and note the commissioner's determination to revoke the license of the first fire company that, upon proof submitted to him, can be shown to him to have accepted risks on Massachusetts property over their counter in New York, or in any way except through regular licensed agents. Now, we doubt whether the insurance commissioner of Massachusetts would be sustained in his reading of the Massachusetts law, or, if he reads it aright, if the Massachusetts law itself would be sustained by the supreme court of the United States, if some of its recent decisions are followed But I call attention to the Massachusetts law itself, section 84 of which reads: "Foreign companies admitted to do business in the commonwealth shall make contracts of insurance upon lives or property therein only by lawfully constituted and licensed agents."

I notice that sometimes when quoted that section is punctuated with a comma after the word "therein," which makes it read very differently from what it would if not punctuated; and I find in the official copy of the laws of Massachusetts, published by the late commissioner, Mr. Tarbox, that section is not punctuated, but reads continuously: and the constuction that I would place upon it would be this: That companies admitted to do business in Massachusetts shall make contracts of insurance *therein* upon lives or property, only by lawfully constituted and licensed resident agents; that is to say, that when they do make a contract in the state of Massachusetts it shall only be through a regular licensed agent, but that would not deprive any company from taking risks on property in Massachusetts over their own counter in New York or anywhere else outside of that state. That is a very important distinction, and it seems to me to be a valid one—that the intention was not to deprive the companies of the right of doing business in their own state, because the authority of Massachusetts does not extend beyond its own border, and that it cannot prevent any New York company or Iowa company from taking a risk on property in Massachusetts, and when once licensed to do business in Massachusetts it cannot revoke that license upon any such grounds as that. No doubt the law will be tested by the Life companies, which have been so violently assailed by the action of the commissioner. There can be no other way of defending themselves than by a suit to test the power of the commissioner to do any such act as he assumes to do, and it will be unnecessary for any Fire company to test it. In the meantime we shall not put ourselves in the position of having our license revoked, as that would be a serious inconvenience, even if we compelled him by a mandamus from a federal court to restore it.

This action of Mr. Merrill will probably provoke retalia-

tion, and in this state we have ample weapons to fight him and the state of Massachusetts on that ground. The acts in this state will prevent any of the factory mutuals, for instance, from doing business in this state; and any one doing anything towards procuring business for them in this state is liable to arrest and punishment for misdemeanor.

Our retaliatory act makes the companies from a state imposing tax or burden of any kind, including any prohibitions or inhibitions towards the transaction of business liable to the same ruling in this state; and if Mr. Merrill intends to make a fight he had better consider what weapons the others have in their hands to fight him with. He may fall back on the law and say that it is the law, and that he will enforce it even if a bad law; but we think discretion would be the better part of valor in this case, and a moderate interpretation of the law better than an extreme one, which he evidently has forced upon it. * * *

A copy of the foregoing, says the *Standard* was read to Commissioner Merrill, and comments solicited:

Mr. Merrill began with a most emphatic denial of the statement that he had forced an extreme interpretation of the law in the case of the arrested agents of the New York Life insurance company. The offense, he contends, was a willful and deliberate violation of not only the new law, but the old law, as well, and had been going on six weeks under the latter and four weeks under the former, and consequently this could not be called an extreme case.

As regarded the strictures concerning the interpretation of section 84 of the Act of 1887, the commissioner stated that he was familiar with the intent, not only of the late Mr. Tarbox, but also of the insurance committee that had reported it, which was the obvious interpretation upon which he had acted. It was not his purpose to lay stress upon technicalities or to push a rigorous prosecution on account of honest errors unwittingly made. He had not made the law, but took it as he found it, and meant to enforce it. He believed it was a good law. Concerning its constitutionality, he said that any company that contested its validity would find it a very onerous undertaking. That matter had been settled in the case of the Home insurance company *vs.* Doyle, insurance commissioner of Wisconsin, by the United States supreme court, which decided that the restrictions that a state puts upon a foreign company entering into a state to do business cannot be questioned by the supreme court, and that its reasons for revoking a license cannot be inquired into.

The commissioner noted that the writer of the communication had failed to make any reference to section 3 of the new law, which controverted his idea that insurance business transacted out of the state of Massachusetts, but involving lives or property therein, was not amenable to the legal action of this commonwealth. The portion of section 3 referred to reads: "And it shall be unlawful for any company to make any contract of insurance upon or concerning any property or interests or lives in this commonwealth or with any resident thereof, or for any person as insurance agent or insurance broker to make, negotiate, solicit, or in any manner aid in the transaction of such insurance, unless and except as authorized under the provisions of this act. * * * All contracts of insurance on property in this commonwealth shall be deemed to be made therein."

The commissioner stated that the retaliatory measures which any other state could or would adopt, would not swerve him a particle in fulfilling the duties of his position, being neither related to his functions nor entitled to consideration in the enforcement of Massachusetts law. If that law worked detrimentally to home insurance interests, it was for the legislature to amend or repeal it, but it did not devolve on him to suspend its execution for such a reason. He would conscientiously enforce it, without distinction of size, age, class, or locality. The agents in the state were as a class pleased to see the statutes relating to insurance licenses faithfully enforced, such action being directly in their interest, as well as clearly right.

A letter from a New York broker, offering citizens of Massachusetts direct rates from his office, had been shown the commissioner, and he had notified the broker that this was contrary to our laws, adding that he trusted this notification was sufficient to cause a discontinuance of such business. All the companies whose policies the broker offered, had disavowed his action. In the same way a communication addressed to the New York Life insurance company had elicited a reply to the effect that only the utterances of its officers were to be regarded as official; that the general agent who had been reported in the *New York Times* as saying that the company would sustain the arrested agents, had no authority to speak for the company, and, furthermore, that the company ever intended to pay the respect due to the commonwealth, to its insurance department, and to its laws.

Four-fifths of the leather insured to-day in Boston, the commissioner said, was covered in New York offices. It passed his comprehension why some of these companies, after agreeing through their local representatives to pay a rate of say forty cents, should send on men to undercut with a twenty cent rate. He was unable to see where the motive, the gain, or the sense of such proceedings came in.

The determination to stand by the spirit of the law without fear or favor, coupled with a completer disclaimer of enforcing it arbitrarily or on strained interpretations, tinged the commissioner's remarks throughout the interview.

Fixing Insurance Rates by Legislation.

The bill in the New Hampshire legislature directing the insurance commissioner to "reduce rates" of fire insurance, when complaint is made by policy-holders that they are excessive, recalls a somewhat similar absurdity in the New York legislature, five years ago, which drew forth the following communication to a contemporary from a prominent fire underwriter. We reprint the paragraph entire:

The following communication, from a well known fire insurance officer, sets forth in trenchant style the *reductio ad absurdum* to which a good deal of legislation tends now-a-days. As our readers know, we are unalterably opposed to the governmental paternalism which gives the average citizen no credit for having any sense even for self-preservation. The law to which reference is made by our correspondent was only another attempt at paternalism, which, so far as we are informed, has been a dead letter. Whether the proposed amendment to the law will help matters is an open question. But the true way is to take off the legislative hand and let business men and their customers do business in their own way and at their own risk:

To the Editor of the Commercial Bulletin:

The legislature of this state undertook, at its session of 1881, by Act, chapter 471, passed June 6, 1881, to regulate the charges of marine insurance companies upon the canals of this state, and now you publish to-day the text of an amendment to chapter 471, making it "unlawful for any agent of any such company or other person to charge to or receive directly or indirectly from any person or persons for insurance any more than the regular rates fixed by said companies for the insurance of property in transitu upon the canals, etc." All of which is, of course, eminently wise and proper. But why stop there? Why not compel companies to fix rates and adhere to them, and failing that, why should not the legislature fix rates by law? Having accomplished all that, there is one step more to take, and that would be to ordain by law that the ratio of loss to the premiums so regulated shall in no calendar year exceed sixty per cent thereof. That would reduce the whole thing to a neat and exact system and make underwriting one of the exact sciences. The proposed legislation has of course the hearty approval of all underwriters. It is on a line with the remark of a member of the house, who was commenting on a bill affecting life insurance and was told that some proposition of his could not be passed as it was directly negatived by the bills of mortality; "then, Mr. Speaker," said he, "I move that the bills of mortality be amended." So, in marine and fire insurance, to leave the ratio of loss as the sport of the elements is all wrong. This thing must be regulated by law, and we hail chapter 471, with its amendment, as the dawning of a better day for underwriters and stockholders.

UNDERWRITER.

NEW YORK, March 17, 1882.

T. J. TEMPLE & CO.,
Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

The Fire Insurance Association
OF LONDON.

TRUSTEES IN NEW YORK.
JACOB D. VERMILYE, President Merchants National Bank.
THOMAS REID.
F. D. TAPPAN, President Gallatin National Bank.
THEO. W. LETTON, General Manager and Attorney for the United States.

Scottish Union & National Ins. Co.,
ESTABLISHED 1824.

No. 35 Andrew Square, Edinburgh, Scotland.
No. 3 King William Street, E. C. London.

United States Branch, Hartford, Conn.
M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

Penn Mutual Life Insurance Co.
OF PHILADELPHIA.
INCORPORATED IN 1847.

ASSETS, - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

QUEEN
INSURANCE COMPANY.

The Prudential Insurance Co.
OF AMERICA.

NEWARK, N. J.

Assets over $1,400,000
Income over 2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

Providence-Washington Ins. Co.
PROVIDENCE, R. I.
STATEMENT JANUARY 1, 1887.

CASH CAPITAL	$400,000 00
ASSETS	1,025,803 91
LIABILITIES—Re-insurance Reserve	416,638 08
Other claims against company	95,488 73
Cash Capital	400,000 00
Net Surplus	113,677 17
	$1,025,803 91

Manager Western Dep't, Holger De Roode, Chicago. General Agents for Colorado, Nebraska, Wyoming and New Mexico, Packard & Wilson, Denver

Established 1782.

Phœnix Assurance Company,
OF LONDON.

FIRE INSURANCE ONLY.
LOSSES PAID over $65,000,000.
HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.
A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

Lion Fire Insurance Company,
5 LOTHBURY, E. C.
LONDON, - - - - - ENGLAND.

United States Branch, - - - - - - - - Hartford, Conn

M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

1826. THE 1886.
Pennsylvania Fire Insurance Co.,
OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552 617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

COMMERCIAL UNION ASSURANCE CO.
LIMITED.
OF LONDON.

OFFICE:
Cor. Pine & William Sts. New York.

THE
Anglo-Nevada Assurance Corporation,
OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Suplus as regards policy-holders	2,033,555 86

The American Fire Insurance Co.,
PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

ESTABLISHED 1872.
THE
ACCIDENT
INSURANCE COMPANY OF NORTH AMERICA
MONTREAL.

SIR A. T. GALT, G. C. M. C. President.
EDW. RAWLINGS, Managing Director.

ACCIDENT BUSINESS ONLY.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

Connecticut Fire Insurance Co.,
OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. 'It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,574,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320.17
Cost of real estate owned	10,311,817 8
Cost of bond and stocks	10,250,650 00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.9
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,942
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager.

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

WE were in error about that Connecticut Mutual obligation which the editor of *Our Society Journal* is so anxious to sell. It is a paid-up participating policy, and we are informed that there is a dividend due on it, which the owner ought to call for. The policy is on the life of Bowman F. Reinmund. The reserve on it is (American four and a half) about one hundred dollars. So Mr. Ackerman would not be offering any great bargain if the company chose to pay the full reserve, and we know of no company which cares to buy its policies at that rate. Three ineffectual attempts have been made to sell this policy to the company, and now it is made to do duty as an advertisement by the organ of the Mutual Reserve Fund Life Association. There ought to be some sense of honor among co-operatives, but it is evidently useless to look for it in the columns of *Our Society Journal.*

THERE is no one thing more needed in the teaching in our public schools than a course of study concerning the nature of our complex form of government. Our common schools owe their existence to the belief that such teaching is necessary in order to make good citizens of those who are to have charge of the administration of the government. They cannot be justified unless they do it. And yet here comes the *Investigator* and betrays a most astonishing ignorance of the construction and limitations of the federal government, an ignorance so dense that it is not ashamed to exploit itself publicly. Its editor appears to think that the United States created Massachusetts, and that the latter derives its powers from the former. Of course every well informed person should know that the reverse of this is true, and that the general government possesses no powers not delegated to it by Massachusetts and the other states. That is a proposition which does not admit of any controversy, and if our contemporary doubts it we can only recommend a course of study of the decisions of the supreme court of the United States.

THE examination of the Phenix insurance company, upon which the New York department has been engaged for some months, has been completed but up to the time we go to press the superintendent's report has not been filed. We understand from Albany that there is a difference of opinion between the superintendent and the company about two items in the company's schedule and that the legal questions involved are to be submitted to the attorney-general. The report as made up by the department examiners shows, as every one familiar with the company's business believed it would, an impairment of the capital stock of the company. If the decision on the disputed points should be in its favor this impairment will be reduced, if not wiped out entirely. Almost the entire amount of this impairment has been the result of the past six months of business, a period which has not been one of great comfort to any underwriters. There is nothing in all this to worry any one. The Phenix has, in the last six years, increased its premium receipts from two millions annually to five and a half millions. Under our laws its unearned premium liability has increased in the same time from less than a million to nearly three and a half millions. Such a business cannot be done without trenching upon capital and surplus, and very likely the stockholders of the Phenix will be called upon to pay the penalty of a successful business by putting up more money.

So far as we have been able to examine the new "Fire Agents' Law Book," recently published by Hine & Nichols, it is an admirable hand-book for the persons for whom it is written. both in manner and matter. The authors have done for fire insurance what Mr. Alexander has done in a more limited sphere for life insurance. They have given, clearly and concisely, the sort of legal instruction which all underwriters should have, and have cited chapter and verse, so that one can readily appeal, in doubtful cases, from their digest to the authorities upon which it is based. For example, in commenting upon changes in title, we find this terse and complete statement of the powers and duties of agents in cases of assignment: "The signature should be that of the owner himself, the duty of the agent is limited to endorsing consent. An agent has no more right to transfer a policy from one owner to another by an *ex parte* indorsement, than to transfer any other contract. His authority is restricted to giving consent for the company." One might write, and men have written long articles to say this and to explain the why and the wherefore, but we imagine any agent reading this comprehensive statement of the fact can readily understand that an assignment is in effect cancelling the policy of A, and writing it for B, and that A's consent is necessary and should be a matter of record. We might multiply instances of this condensation, which would serve to show how it has been possible to get within the compass of less than a hundred octavo pages the "whole duty of man"—as a fire insurance agent.

THE "gossip" in *The Insurance Monitor* tells of an interesting case of companies being led by the noses by a broker. It seems that in a western city there was a building that was insured in a city company for seventy-five cents for three years, the policy containing the information that it was "privileged for extra hazardous occupation." The building was a tobacco factory. It also burned down. Now when the time for adjustment was come, behold the companies demurred, saying they were not liable under

the contract and that the policy had been procured under false pretences. The assured, however, stoutly maintained that he had read his policy and its conditions carefully and that he had no reason to believe that "extra-hazardous" did not adequately convey the dangerous nature of a tobacco factory. The "gossip" says that the company paid the loss in preference to going to law about it. The question arises, however, what would be the use of going to law about it? In the New York standard policy it is stipulated that the insurance shall be void if the assured makes any false statements concerning his property. But who ever thought of doing anything but kicking himself if a broker succeeded in pulling wool over his eyes? A broker can lie all that he wants to; there is no redress, no provision in the policy; nothing, in fact, but experience to be got from the evil. We are not aware that any company ever contested a loss on the ground that the broker misrepresented the risk. It is as useless to expect a broker to be correct about risks as it is to expect a lawyer to acknowledge the guilt of a client he is defending. The broker is partisan; it is a mistake to expect him to be otherwise, he is not obliged to tell the whole truth about his risks, and a great many do not confine themselves to nothing but the truth. As for the form of the policy furnishing a way out of paying the loss we would like to know what occupations (excepting such as are named in the policy) are not covered by a policy reading "privileged for extra hazardous occupation." There is no classification of hazards on policies any more and the fact that the assured is given special privilege to pursue *extra* dangerous occupations would seem to say that he might do about whatever he pleased. The general idea of a fire insurance policy is growing in simplicity; it means now simply indemnity against fire without many technicalities. The only way for companies to do, which don't know what they insure, is to pay their losses and hire some good surveyors to deliver them from evil.

We find in our English exchanges the points of a bill before the French legislature remodelling the life insurance laws, and making them more in accord with the English system of requiring accounts to be published. The London *Insurance Spectator* thus summarizes the points in the report of the commission:

M. Lockroy proposes to substitute the system practiced in England for an official control which is really ineffectual. This system consists of a *regime* of publicity which allows each person assured to inform himself of the financial condition of the society, but which, although different from the system adopted by Austria, Italy and Switzerland, has yielded none but good results.

By dispensing with the official authorization the responsibility of the state is discharged, and the public reserves the right to defend its own interests and to exercise a power of control.

It is true that this system pre-supposes in the general body of people insured a degree of public education which is, perhaps, not yet in accord with our habits, but it is accepted by all enlightened men, and others will follow their good example.

The state cannot exercise in an effectual manner its right of supervision nor follow the complicated operations of the companies, still less can it take particular notice of the investments that they make, and, in brief, see that the various steps are taken which the good administration of the company requires.

It does not follow that the liberty left to the insured and the shareholders in the control of the company's operations must be without limit.

This liberty should be controlled by settled restrictions giving place neither to arbitrariness nor to caprice, and the company should not be left at the mercy of malice or dishonesty.

It will be a little curious if France, after trying governmental control should decide that such control is not possible, or at least not practicable, and should conclude that paternalism in business matters is less to be desired than the wise control of self interest. And yet that is what France appears to be coming to, and it may fairly be presumed that in the course of a quarter of a century or so the United States will also become free, commercially as well as politically.

At last we have, and this time from "a distinguished underwriter," an authoritative exposition of what is the matter with fire insurance. It is found in a long letter to the editor of the *Journal of Commerce*, and as summed up at the close the trouble is "bad faith, dishonesty, lack of conscience and the sacrifice of all common sense to greed, even though its success leads to ruin." It is not a flattering picture which this distinguished underwriter thus draws of his fellow underwriters, and although the *Journal of Commerce* thinks his language will reveal his identity, we must confess that we do not know who there is among the New York underwriters whose good faith, honesty, conscience and common sense are so conspicuous as to qualify him to thus judge his fellows. At least we only know one such, and we dare not name him, for the *World* or *Star* would at once set about raising a fund to build him a monument, and it would have to be made of "enduring brass" in the shape of a colossal check. If we were asked to make a diagnosis of the case of fire insurance we should say that there is nothing the matter with it except that a number of local companies in New York and elsewhere, can no longer bleed property owners with rates which, as this underwriter says, formerly "yielded profit that contributed to bear the losses of more hazardous classes." The fact is that the business of fire underwriting no longer yields any such profits. It has become a business with narrow margins and sharp competition and the underwriter who cannot compete must look for some other business. All through New England there are to-day idle factories with rotting machinery, which were once the scenes of busy industry. All through the West, as well, there are idle mills. The destruction of these inert industries does not prove that the country is decaying, but it does prove that newer processes have supplanted the old. And so insurance companies must either justify their existence by competition in the open market or rust and rot with the rest of the idle machinery for which the world has no use. What is the use of talking of compacts and boards and other devices to bolster up the weak and sluggish and useless. Let the mendicants make way for the workers, and we shall hear less about what is the matter with fire insurance.

A Massachusetts Blunder.

We are afraid that we shall have to part company with the insurance commissioner of Massachusetts. We have always admired the conduct of the Massachusetts department because it seemed to us calculated to bring state supervision of insurance into such deserved contempt as to sweep from the statute books of all the states the most monstrous and iniquitous system ever endured by a people calling itself free. But the Massachusetts commissioner does not appear to be satisfied with administering a mischievous law in such a way as to show its mischief. He

goes outside of the law, and invents law to administer, and such a course deprives us of any satisfaction because it tends to make the commissioner ridiculous instead of making the law odious, and to create prejudice against the administrator instead of against the law. We do not want to be compelled to forget the badness of the law in the badness of its administration, and that is what is likely to happen if a recent decision of the commissioner is not speedily reversed. The decision is that two companies, both authorized to do business in Massachusetts, cannot re-insure each other's Massachusetts risks except through licensed resident agents in Massachusetts.

We suggest to the insurance commissioner that, uninfluenced by outside arguments, he put on his thinking cap and sit down quietly, bearing in mind a well known principle in the construction of statutes, that they must be construed as a whole if it is possible, and that in their enactment the legislature is not supposed to put in clauses and sections which have no meaning. Then if he will read section 20, and the last clause of section 84, and tell us what they mean in the light of his recent ruling, or what ground he has for his ruling in the light of these provisions, we shall be obliged. Section 20 reads:

No company authorized to transact the business of insurance in this commonwealth shall directly or indirectly contract for or effect any re-insurance of any risk or part thereof, taken by it on property in this commonwealth with any company not authorized to transact such business of insurance in this commonwealth.

The last clause of section 84 reads:

And no company of another state or government shall directly or indirectly contract for or effect re-insurance of any risk in Massachusetts with any company not authorized to do business therein.

If the decision of the commissioner is in accordance with the law, there is no meaning to be attached to the provisions quoted. They are so much meaningless language. If re-insurance must be effected through resident agents, it would be impossible to re insure in an unauthorized company because such companies have no resident agents in Massachusetts. The prohibition is therefore without signification and could be stricken from the statute without the slightest loss.

It is precisely because the commissioner is wrong that the section in question is needed. It was intended to cover and protect a practice in fire insurance which is very general, by which a company accommodates its customers by giving them one policy, and protects itself against excessive lines by re-insurance. The re-insuring company has no relation whatever with the property owner and he has no claim upon it. He looks only to the company whose policy he holds, and if that company should fail to pay his loss he cannot look to the re-insuring company to pay it. Nor is the re-insurance properly any source of revenue to the state of Massachusetts.

The sole and only reason for the prohibition quoted above is, that in estimating the liabilities of a company, credit is given for premiums paid for re-insurance, and such credit should not be given where the re-insurance is effected in unauthorized companies, about whose ability the state knows nothing. But section 20 obviously contemplates the re-insuring of Massachusetts risks outside of Massachusetts. and unless Commissioner Merrill wants to make himself ridiculous he will say to the Boston agent of the United Fire Re-Insurance Company that he entirely misunderstood his position.

Facts and Opinions.

THE fifth fire in Whiteley's immense bazaar in London, occurred on Saturday night; the loss this time being $2,500,000. Fortunately for the insurance companies they had boycotted the establishment since their former great losses on account of it. A cable despatch to a morning paper gives the following particulars of the fire and the causes of it, and the deplorable condition of Captain Shaw's fire extinguishing department:

It is Mr. Whiteley's fifth disastrous fire within as many years. His stores are as near fire-proof as they can be made. Watchmen and firemen are on constant guard in his palatial shops Yet at regular intervals and in spite of every precaution disastrous fires occur. That they are the work of an incendiary is certain. The fire of Saturday broke out in twenty different places a few minutes after the first alarm. Mr. Whiteley has been shunned by the insurance companies for many years. He cannot obtain insurance at any price. He has to bear the gigantic loss alone. He has offered thousands of pounds to discover his secret enemies, but as yet without avail. It is believed that from the tradesmen of London, who have been injured by his colossal success, have come the means for inflicting upon him such terrible losses. This fire has also demonstrated the utter inadequacy of the London fire brigade. It called out the entire force, and occupied it for twelve hours. If any fire had broken out in any other direction at the same time, the fire brigade could not have attended to it. London to-day is in a condition nearly as dangerous as when the great fire of the seventeenth century swept over it. There has been a long period without rain, the water supply is very low. At a fire in Oxford street the other day the water gave out, and the engines were thirty minutes without water before a new supply could be obtained.

AMONG the topics appointed for discussion at the fifteenth annual meeting of the National Association of Fire Engineers, to be held at Atlanta, September 20 next, are the following: "What should be the limit to the height of buildings to be used for commercial and manufacturing purposes?" introduced by John S. Damrell, inspector of buildings, Boston, Mass. "The creation of a more fraternal feeling and a more cordial understanding between the underwriters and the fire departments of the country," by Clarence Knowles, president of the South Eastern Tariff Association. "The most available means for reaching the tops of buildings in case of fire, when the same are 100 feet or upwards in height. Have our appliances kept pace with the same, notwithstanding such buildings are claimed to be fire-proof?" by Chief Charles O. Shay of New York city. "What should be the proper construction and material to be used in buildings of eighty-five feet in height or over?" by ex-Chief William Stockell of Nashville, Tenn. "The importance of an understanding between underwriters and building inspectors, with a view of having a thorough inspection of all buildings at least twice a year," by Samuel Abbott, Jr., superintendent of the Boston insurance patrol.

THE following sub-committees of the committee on tariff of the New York Tariff Association, have been appointed for the ensuing year: On Brooklyn risks—David Adee and E. R. Kennedy. On breweries—S. P. Blagden, F. O. Affeld, J. A. Silvey and W. B. Ogden. On drug stocks—M. A. Stone and G. T. Patterson, Jr. On flour mills—F. O Affeld, A. M. Kirby and H. W. Eaton. On hotels—A. M. Kirby, West Pollock and E. Litchfield. On horse car stables—J. A. Silvey, F. O. Affeld, S. P. Blagden and M. A. Stone. On miscellaneous specials—E. R. Kennedy, J. A. Silvey H. H. Hall, W. B. Ogden and E. Litchfield. On mercantile risks—H. H. Hall, A. M. Kirby and Wm. S. Banta. On printers—West Pollock, W. S. Banta and F. O. Affeld. On sugar refineries—M. A. Stone, W. B. Ogden and H. H. Hall. On

storage stores—H. W. Eaton, David Adee and S. P. Blagden. On tariff district—E. Litchfield, H. W. Eaton and David Adee. On theatres—W. S. Banta, G. T. Patterson, Jr. and E. Litchfield. On wood workers—G. T. Patterson, Jr., E. R. Kennedy and West Pollock.

THE New York member of the Cutter syndicate of "prudential" fire insurance is organized, and will begin business at No. 173 Broadway about the middle of next month. Its directors have been chosen and its officers will be: President, John D. Cutter; vice-president, George L. Dale; secretary, A. P. M. Roome, (late joint manager in New York of the Fire Insurance Association of London). The *Commercial Bulletin* gives the following particulars relative to the other Cutter companies, each of which is to do business on $200,000 capital:

The Boston company has organized, elected its directors and all its officers except a president. The Philadelphia company is about to organize. At Chicago, articles of incorporation have been applied for, while at St. Louis not much beyond soliciting subscriptions to stock has been done. There is no doubt, however, in the minds of those who have the matter in hand, that all the stock will soon be placed, when active steps towards organization will be taken. It is expected that the entire syndicate will be in active operation before the end of October. Besides the five companies that now compose it, others are being talked of. In Cincinnati about one-half of the stock necessary to formation has been subscribed. In Baltimore a meeting of merchants will be held some time this month to consider the subject. Talk of a similar movement in Montreal and in San Francisco is heard.

WE have been favored with a card, printed in colors, apparently coming from the Travelers insurance company and containing rules for whist. These rules, we presume, were compiled by the secretary of the Travelers or else by its actuary, because they are not in entire accordance with the game which the president plays. At least he used to have a habit of forcing his partner's long suit in a way that was very exasperating, and that, too, without disclosing his own. There is no more uncomfortable whist player than the one who returns your lead, regardless of his own hand, and we trust that a copy of these rules will be sent to the president of the Travelers, with our compliments on the envelope.

APROPOS of the subject of abusive circulars issued by competitive Life companies against each other, upon which we wrote recently, the *Standard* says:

We have received a lot of the above named literature and were wondering what we were expected to do with it. In the foregoing extracts our contemporaries have settled that question very decisively and satisfactorily to us. No self-respecting insurance journal can afford to take sides in that sort of warfare; but should discourage it with all its might and main. *The Standard* with all its heart adds its protest to those so ably expressed. Better use the money thus expended in return premiums, and let *results* be your champion. If expenses are to be cut down in life insurance, the cost of these unseemly wrangles is a good item to begin with.

THE committee on tariff of the New York Tariff Association has made the recommendation that "in view of the general situation and the position of various underwriters, the committee invite suggestions from every member as to the reduction or abrogation of rates upon any risk or class of hazards, and are ready at any time to consider the abrogation of all rates, arranging only for due recognition of the many improvements which have been made under the rules of this association, and for the continued separation of fibre and non-fibre stores, all of which are so essential to the interests of both insurers and insured."

THE New Hampshire fire losses in July were light, but they were fifty per cent. larger than in July of last year. The total fire loss in New Hampshire since the beginning of 1887, by the figures of the Boston *Commercial Bulletin*, has been $1,100,656, with insurance of $605,369. What the premium receipts have been, there is no record. The average annual receipts by stock companies, on New Hampshire business, from 1878 to 1883 inclusive, when the agency companies were in the state, were $496,090.

THE *Vindicator* says that to those persons who believe that "short crops" increase fire losses, it may be gratifying to review the crop prospect in the South:

The sugar crop in Louisiana is one of the most promising that planters have had for many years. The stand is magnificent, and the weather, thus far, has been particularly auspicious. Cotton, the main southern product—the one that brings the greater part of cash into circulation—according to all reports thus far made, promises to be abundant at the harvest time. While, of course, it is too early to make any definite estimates as to the result, it is pleasing to note "bright prospects," and the southern farmers have them.

THE Vienna *Oesterr. Revue* says that the New York Life insurance company makes more progress in Austria than any other foreign office doing business there, and that the surplus on its Austrian business at the end of 1886 was larger than that attained by any foreign competitor. The new business written in the empire by the New York Life in 1886, amounted to 2,363,135 florins or about $875,000.

THE Northwestern of Duluth, Minn., which has been in the fire insurance business but two years, has decided to retire, and has turned over its risks to the Commercial Union of London. The Northwestern was respectable, and kept straight, and its business is said to be first class and mostly confined to Minnesota. Expenses, however, were too much for the new company.

AN increase of from ten cents to sixty-five cents was made on Tuesday by the Boston Board of Fire Underwriters upon twenty-five risks in that city which were made extra hazardous in various ways by the owners and occupants, who failed to conform to such changes and improvements as were ordered by the bureau of inspection connected with the board.

THE annual summer and autumn burning of the Western forests has begun, and miles of the area of Michigan and Wisconsin are now swept by flame. The drought of the present season in the West has been unusually severe and protracted. Unless there is a change for wet weather, immense injury to woods, crops and houses by fire, is near at hand.

OUR Austin correspondent informs us that the Texas secretary of state has written the insurance commissioner, under date of August 2, that the law passed by the last legislature requiring all foreign corporations to file copies of their charters with the state department, does not apply to insurance companies.

THE Philadelphia Insurance Chart for 1887, which is an insurance and banking directory, local guide and almanac combined in a small tastefully printed hand-book, has been issued by J. H. C. Whiting, Philadelphia.

THE American Surety Company lost $1,929, by a dishonest employe of the Canadian Pacific Railway Company, named Dixon, upon whose bond it was surety. The surety company pursued and captured him and now has the satis-

faction of seeing him lodged in the Oregon state prison under a three year's sentence.

At the meeting of the Boston Board of Fire Underwriters, on Tuesday, the following rule was adopted: "All circulars, letters or advertisements, issued by or in behalf of any fire insurance company in which dividends to policy-holders are advertised, must state whether such dividends are payable in cash or scrip."

The fire waste during the first seven months of 1887, in the United States and Canada, represents $76,928,100 according to the record kept by the New York *Review*. The ratio continuing to the end of the year, the 1887 fire loss will be more than $130,000,000.

The Manchester Fire of England has been admitted to Louisiana, after making a deposit of $25,000. The Universal Fire and Marine of Dresden, Union of New Zealand and Standard Marine of Liverpool are applicants for admission to Louisiana.

The foundation of the ten-storied new building of the New York Life, at St. Paul, Minn., was begun last Monday. The cost will be three-quarters of a million and the building contract calls for completion on September 1, 1888.

The Glens Falls *Now and Then* has an anecdote of "a good old deacon who is reported to have prayed during a terrific thunder storm: 'O Lord, preserve me, my family, and my *uninsured* property!'"

A circular has been issued requesting the fire insurance companies doing business in Michigan to convene and consider what course to adopt relative to the enactment of the anti-compact law in that state.

At the meeting of the directors of the American Exchange Fire on Wednesday, there was not a quorum present and action on the proposition to re-insure and wind-up was therefore postponed.

So valuable has been the work of the inspection bureau of the Boston Board of Fire Underwriters that there is talk of increasing the number of inspectors from six to twelve and enlarging the district.

The American Surety Company has been licensed to do business in the Dominion, with headquarters at Montreal, under charge of F. Stancliffe.

The Life Association of Canada is considering the propriety of discontinuing business.

Personals.

Agency Appointments.

Ætna Life of Hartford: William L. Stork, general agent at Baltimore, Md, succeeding T. R. Alexander, who goes to the Maryland state agency of the Mutual Benefit Life.

California of San Francisco: Musgrove & Hereford, New Orleans, La.

Exchange Fire of New York: Stearns, Bros., Boston, Mass.

Hartford Fire: Sears & Baldwin, Cincinnati, O., transferred from Adam Grey.

Home of New York: G. Herbert Ide, of Boston, special agent for the New England states.

Home Life of Brooklyn, John G. Keene of Peoria, state agent for central Illinois; F. W. Chamberlain, of Burlington, Ia., state agent for southern Iowa.

Liberty of New York: J. E. Garabrant, Newark, N. J; Silsbee & Geer, Lynn, Mass.

Liverpool and London and Globe: C. E. Grove, special agent for Texas, succeeding Thomas H. Behrens, deceased.

Manchester Fire of England: Henry Charnock, New Orleans, La.

Merchants of Newark: E. M. Phillips & Son, Southbridge, Mass; Stephen H. Brown, Woonsocket, R. I.

New York Life; G. W. Galacar, special agent, with headquarters at Rock Island, Ill.

Northern of London: P. F. Tierney, Salem, Mass.

Savannah Fire and Marine: Whitner & Thompson, Atlanta, Ga.

Springfield Fire and Marine: Sears & Baldwin, Cincinnati, O., transferred from Adam Grey.

Traders of Chicago: Henry A. Smith, Stoneham, Mass.

Mr. W. D. Dean, special agent of the Insurance Company of North America, says the *Vindicator*, has accepted the position of general manager of the Georgia Compact, consisting of the cities Atlanta, Augusta, Columbus, Macon and Savannah. He has discontinued his connection with the Insurance Company of North America.

Messrs. Dan B. Harris of the Atlanta office of Capt. E. S. Gay, and C. R. Harris, formerly of the Atlanta Home, have formed a co-partnership for local business at Atlanta, and have secured the representation of the Insurance Company of North America, Connecticut Fire and Niagara Fire of New York.

Mr. Thomas C. Chubb, marine adjuster and New York agent of the Marine insurance company of London, died suddenly of apoplexy at St. James, L. I., on Wednesday, aged fifty-two years.

Mr. Edward Clute Clement, a well known New York insurance broker at No. 42 Liberty street, died suddenly of heart disease at Irvington, N. J., on Tuesday, aged forty-eight years.

Mr. P. M. Schneidau has been promoted from the secretaryship to the presidency of the Peoples insurance company of New Orleans.

Mr. Edward E. Pearce has been appointed local secretary at New York of the United States Branch of the London and Lancashire Fire.

Insurance Commissioner Merrill of Massachusetts has resigned his membership of the Massachusetts republican state committee.

President Martin of the Home, of New York, returned from Europe by the S. S. City of Chicago, which arrived last Saturday.

Insurance Legislation.

Georgia.

Atlanta, August 12.—The bill for the relief of the Continental insurance company of New York, which incurred a fine of $500, for neglect to make returns to the state, has passed both houses and gone to the governor.

The bill for the relief of the Mutual Reserve Fund Life Association of New York, debarred from doing business in the state for failure to file semi-annual returns in January last, has passed both houses and is in the hands of the governor, and will receive his approval.

A bill has been introduced in the house to incorporate the Title Guaranty and Loan Company of Savannah.

Also a bill to incorporate the Manufacturers Insurance Mutual Aid Society, to do a fire insurance business at Augusta, with a capital of $200,000. Messrs. C. H. Phinizy, H. H. Hickman, J. Rhodes Brown and other leading capitalists are among the incorporators.

New Hampshire.

Concord, August 12.—Insurance legislation has made but slow progress during the week. In the house the bill to amend the general laws so as to admit assessment associations having $200,000, cash assets, was reported by the committee, six to six, and both reports with the bill were tabled to be printed.

The committee reported inexpedient to legislate upon

the bill to admit the Mutual Reserve Fund Life Association of New York, and the report was accepted. The bill first mentioned will, however, if passed allow the admission of this company, and it will be in effect special legislation as there is no other company to come in under the limit of assets established by the bill.

The bill relating to dividends of mutual fire insurance companies has been ordered printed.

The committee on insurance had a hearing this week on the bill giving the option to insured parties to take valued or indemnity policies, but no vote was had.

Insurance in the Courts.

A case decided by the Scottish Court of Session, July 12, covering the question of the rights of a second mortgagee under the fire insurance policy, is reported in our London exchanges. The case is entitled the Westminster Fire Office *vs.* the Glasgow Provident Investment Society, and the following summary of it appears in the London *Finance Chronicle:*

Briefly stated, the facts are these: Heavy first and second mortgages existed on a mill in Glasgow, and each set of mortgagees had taken out separate policies in different companies to cover their respective interests. A fire occurred, destroying the mill, and the damage was agreed as being without question not more than £5,668. The first mortgagees, having the prior right, laid claim to this sum, and by a previous action recovered from their offices the full amount. The second set of mortgagees then put in a claim under their policies for £560 as the loss they had sustained in consequence of the fire, and they have been declared entitled to it—nine of the thirteen judges taking that view, and only four the contrary. This judgment is a remarkable and important one, applying, as it must do, not only to the case of mortgages on real estate, but to all cases where conflicting interests are insured, such as those of lessor and lessee or of principal and agent; the clear inference being that a separate action may be brought for each separate interest, thus making it easily possible for more than the amount of the total damage to be recovered under all the policies. For it should be clearly understood that in this case there was no contention as to the amount of the loss. The sum of £5,668 was tacitly assumed throughout as representing the full measure of the damage done by the fire, and if the property had been unencumbered under no circumstances could the owner have recovered more than that sum from his insurance companies. The second mortgagees, however, have found themselves in a happier position. In all probability they alone benefit by the verdict, for the deduction from all the circumstances is that property only worth about £5,668 had been mortgaged for a larger sum.

But, whatever way the case is looked at, some one has to be congratulated on the result. Assuming the value of the property to be at least equal to the total mortgage, then the owner has had his obligation to the second mortgages reduced to the extent of £560 by the insurance companies. Assuming the mortgage to be in excess of the value of the property, then the second mortgagees have had the benefit of an unexpected indemnity against loss from insufficient security. In any case, it seems to us that this further claim can hardly be considered as coming within the contract of a fire policy. The fire may have swept away the security, but as, on being put to the proof, this only seemed sufficient to satisfy the first mortgagee, the position of the second mortgagees after a forced sale on foreclosure by those having the prior claim would have been not worse than after the fire, but with no policy to fall back upon.

It has hitherto always been held to be the law that a fire insurance policy was merely a contract of indemnity against actual loss by fire, and that under no circumstances could more than the value of the property destroyed be recovered. Any decision tending to set aside this rule and to make the occurrence of a fire a source of profit to the insured may be of serious consequences to the public. If not setting a premium on fraud and fire-raising, it will at least be an inducement to neglect and carelessness, with the inevitable result of an increase in the number of fires, the loss from which, it must be remembered, will eventually have to be borne by the insuring public. We trust, therefore, that the present judgment will not be allowed to remain unchallenged, but that, fortified by the opinions of the judges in the minority, the companies will see that the case is carried to the highest tribunal.

Miscellany.

What is the Matter With Fire Insurance?

The New York *Journal of Commerce* publishes the following communication from "a distinguished underwriter, whose language will no doubt reveal his identity to many of his brethren." Our own comment will be found on the editorial page:

NEW YORK, August 6, 1887.

Editor of the Journal of Commerce:

Your glorious conservative journal in yesterday's number in stating the resolution of the Sterling Fire insurance company to retire from business makes the suggestion that somebody conversant with the subject should tell the whole truth about what is the matter with insurance. Permit me to try in a feeble way.

There is one very important truth which it seems next to impossible for managers of insurance capital to learn, and that is that the world is big enough for us all, and would give us all sufficient bread if we would steadily, industriously, and conscientiously look after the interest committed to our care instead of wasting half our time or more in endeavors ts annihilate our competitors. Insurance managers cannot apparently stand prosperity. It is not to them a sufficiency if it does not at the same time injure their neighbors. Hence they will always reach out for a little special advantage to themselves, while under equal advantages under a business-like rule as to rates and commissions all could live happily. That leads them to cutting rates and increasing commissions as an inducement to brokers to favor them in particular in the placing of risks. They sell out their manhood, honor, business judgment, conscience, and their very souls to the brokers, and dare not even discuss above their breath measures of reform for fear of the enmity of the broker. It is sad, but it is true. Last year the compact of the Metropolitan Association, after great trouble in preliminary discussions, overcame this absurd fear, and an association was formed for the protection of insurance capital. It was a good compact.

It provided for living rates, low commissions, trustworthy indemnity for property holders, methods of improving hazards and reducing rates on the merits of such improvements. Under it every company would have been benefited. But the sufficiency of the benefit was not acknowledged. The big fish were in a hurry to destroy the little fish and bad faith in the application of the simple rules of the compact upset confidence to a degree which caused the Williamsburg City to break up the association by giving notice of its immediate withdrawal. It was rather a hasty action and I believe it is regretted now. The good of the compact far outweighed the bad effects of bad faith and it would have been better to bear the minor evil than to fly to the greater evil of chaos following disruption. There is no doubt that the Williamsburg City acted in good faith and for the cause of having been heavily affected by those who broke their pledges. But the remedy was badly chosen. Chaos followed instantly, and how did the big fish act then? Did they study their experience tables and rate hazards according to their known average cost? Did they for one moment pause and think of their duty as trustees of capital and incidentally of that sure indemnity which property holders have a right to expect?

Nothing of the sort. They instantly flew to extremes and in their effort to kill off the little fish in short order, began burning their own candles at both ends. Storage houses, rated low enough at forty cents per $100, were the very next

day cut down to twenty cents, and brokerage, which at any time is fully remunerative for a business-like broker house at ten per cent., was increased at one fell swoop to twenty-five per cent. and in many instances as high as thirty-five per cent. has been paid. The net rate of forty less ten, being thirty-six, is thus reduced to twenty less twenty-five, being fifteen cents. If that be a living rate then the former rate was sheer robbery, but no well-informed underwriter will deny that forty cent was a compromise lowest rating for the class, arrived at after long and serious discussion, about the lowest living figure.

The craze in dwelling houses is still greater. For ages there was a twenty-five cent rate on first-class dwellings with which property holders were entirely satisfied and which yielded profit that contributed to bear the losses of more hazardous classes. In the first onslaught on the smaller companies' holdings of this profitable class of hazard, a rate of fifteen cents was proclaimed and a vast amount of business was diverted to the books of the great cutter. This was the beginning of a general demoralization throughout the Union, which it has taken years to cure or in some degree mend. But now! When the compact existed it had dwellings rated back to eighteen cents and two and one-half annual rates for three years. When the compact broke any rate was accepted down to ten cents for three years, and brokerage is simply at the option of the broker.

Such a manner of conducting business is simply self-destructive, and for trustees of capital and guarantors of indemnity dishonest. There will have to be a reform soon. But it will only come by individuals coming to their senses and reforming their own course. The efforts at reform now making will fail, for they start on the plan of interchanging written pledges and of tieing the hands of the honest man while the game of the dishonest to over-reach his neighbor will instantly recommence. If individuals do not begin the reform in their own immediate work, nothing will be done and bankruptcy will stalk among us deservedly. For results of recent management let the semi-annual reports speak. They call loudly for reform. The trouble is that so few individuals have acknowledged to themselves what is the matter with insurance. It is bad faith, dishonesty, lack of conscience and the sacrifice of all common sense to greed, even though its success leads to ruin.

Transfer of the Fire Policy by Endorsement.

From the office of the Glens Falls insurance company, comes a little four page paper bearing the title *Now and Then*, and filled with wise advice for the company's agents and cheerful chat with them too. The ready and sagacious pen of the company's secretary is discernable throughout. The editor declares that the publication, as its name indicates, is only an occasional affair. It will be sure of welcome, whenever it does appear. There is much in *Now and Then* that we would be glad to transfer to these columns, but we must be content this week with extracts from an article on the transfer of a policy by endorsement, which will interest all our readers in the fire insurance business:

"Why do you object to the transfer of a policy to a purchaser of the property insured by it, by an endorsement making the policy good to the new owner? It is often difficult to get the signature to an assignment, and not only is the endorsement plan acceptable to my other companies, but I have been distinctly instructed by one of them to transfer by endorsement." * * *

So writes an inquiring agent, and the editor of *Now and Then* responds:

A policy of insurance, once written and accepted, is a contract between two parties, which cannot be afterwards changed without the consent of both. It is also a personal contract, paid for and owned by the insured, and the company cannot make it the property of another any more than it could transfer the title of any other property of his. He may transfer his ownership of the policy to the owner of the insured property, and all the company has to do with it is to approve or refuse to approve the assignment. It then becomes a new contract. The request of the purchaser of property insured at your agency for an endorsement making policy good to him, or his bringing in the policy itself, is not safe evidence that the owner has parted with his right in the policy. It is not sufficient to have the verbal consent of the owner of the policy himself, for he may deny it afterwards.

Such an endorsement is, of course, binding upon the company, but may not be binding upon the other party, and, therefore, it may operate to double the company's liability.

Suppose that all the property covered by a policy transferred by endorsement (without assignment), has been sold, so that the originally insured has no interest in it; even then he can claim the unearned premium, and, receiving it, the policy will continue under the endorsement all the same. We have had just such cases arising from this loose way of transferring policies.

But suppose all the property named in a policy transferred by endorsement has not been sold; or suppose the terms of sale left an insurable interest in the originally insured. In such a case the policy may be good for its full amount to each party.

Here is an actual case. A policy was transferred by endorsement at the request of a purchaser of a stock of merchandise insured by it. A fire occurring soon thereafter, it appeared that the boots and shoes and certain other portions of the stock were not sold, and that some of the insurance had expired. Two total claims were made against the company, one by the originally insured, who denied that he had consented to the transfer of the policy, and another by the party to whom the same policy was made good by *ex parte* endorsement. Good lawyers decided that both claims were maintainable against the company; that the endorsement did not affect the rights of the originally insured, but did repeat the contract to the party named in the endorsement. A similar complication arose under the peculiar conditions of the sale of real estate, leaving an optional ownership in the grantor, and the policy being transferred by endorsement, a loss—partial, fortunately—brought claims against the company from both the originally insured and the party named in the endorsement—both having insurable interests in the property and within the conditions of the policy.

Another case: A policy covered farm, barns and farm produce therein. Policy was, as a whole, transferred by endorsement to the purchaser of the real estate. A fire found farm produce of both parties in the barns sufficient to make two total claims under that item, and, although the purchaser declared that the policy was to be his as a condition of the purchase, yet it was not thought sufficient evidence to contest the claim of the originally insured.

In most cases no trouble would arise, but the right way, and the only real right way, to transfer a policy to a new owner is by assignment and approval, thus making the policy itself bear the evidence of the action of both parties to the contract.

Very good opinion holds that the New York standard policy, which provides a standard form of assignment, cannot be otherwise transferred. Let us do such things right, whatever others may do. Therefore, see that the owner of a policy has assigned his interest therein, over his signature, before you make it good to another party.

Special Notices.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued withou medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

Lloyds Plate Glass Insurance Co.,

68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.

Insurance on Plate Glass against Accident. Largest business and largest reserve of any similar company in the world.

Sun Fire Office of London, England

J. J. GUILE, U. S. MANAGER,

OFFICE, 30 NASSAU STREET, NEW YORK.

THE UNITED FIRE RE-INSURANCE Co

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

Western Assurance Company,

HEAD OFFICE—TORONTO, CANADA.

INCORPORATED 1851.

A. M. SMITH, President. J. J. KENNY, Managing Director.

UNITED STATES TRUSTEES.

WM. H. GUION, of Williams & Guion, (Guion Steamship Line) New York
WM. A. BOOTH, President Third National Bank, New York.
ARTHUR B GRAVES, President St Nicholas Bank, New York.

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552,617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

COMMERCIAL UNION ASSURANCE CO.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON-FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

JANUARY 1, 1887.

CAPITAL PAID IN CASH	$1,000,000 00
Reserve for all Liabilities, including Re-insurance	3,826,085 00
Net Surplus	557,087 00
TOTAL ASSETS	$5,383,172 00

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes and Cyclones, Farm Property and Coastwise Marine.

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - 164 Dearborn Street, CHICAGO, ILL

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y.

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. Sec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

1853 ESTABLISHED 1853

Agricultural Insurance Company,

WATERTOWN, N. Y.

INSURES ONLY FARM PROPERTY
AND
PRIVATE RESIDENCES.

STATEMENT, JANUARY, 1886.

Cash Capital	$500,000 00
Reserve for all liabilities including re-insurance	1,597,330 24
Net Assets (to protect Policy-holders)	1,828,012 26
Net Surplus to Policy-holders	730,682 02
Net Surplus to Stockholders	230,682 02
Total Assets	1,886,911 68

JEAN R. STEBBINS, President. H. M. STEVENS, Secretary.

Extract from Charter: "§ 3. This company is formed to make insurance on the joint-stock plan, against loss or damage by fire and lightning, on Farm Property, Private Residences, Barns and Outbuildings with their contents, and on other property not more hazardous; and it shall be confined in its business to such risks."

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.
ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.
DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.
Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.
W. G. FERGUSON.....Chicago.
H. K. LINDSEY.....Cincinnati.
E. W. CARPENTER.....San Francisco.
HUTSON LEE.....Charleston, S. C.
S. O. COTTON & BRO.....Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

London and Lancashire Fire

INSURANCE COMPANY
OF LIVERPOOL, ENGLAND.

HEAD OFFICE FOR THE U. S., 46 PINE ST., NEW YORK.

J. BEAVAN, Manager, New York Department,
including New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina and District of Columbia. 46 Pine Street, New York.

DEPARTMENT MANAGERS.
SCULL & BRADLEY, (successors to Foster & Scull), 53 Devonshire Street. Boston, Mass., Managers for Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire and Vermont.
JOHN H. LAW & BRO., Cincinnati, Ohio, Managers for Ohio, Indiana and West Virginia.
BARBEE & CASTLEMAN, Louisville, Ky., Managers for Kentucky, Tennessee, Georgia, Alabama, South Carolina, Louisiana, Arkansas, Florida and Texas.
CHARLES H. CASE, 120 La Salle Street, Chicago, Manager for Illinois, Michigan, Wisconsin, Minnesota, Iowa, Kansas, Missouri, Colorado and Nebraska.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.
ORGANIZED 1859.
STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 60

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

SOUND, SOLID, AND SUCCESSFUL.

THIRTY-FOURTH PROGRESSIVE SEMI-ANNUAL STATEMENT
OF THE

New Hampshire Fire Ins. Co.,

MANCHESTER, N. H.

STATEMENT, JANUARY 1, 1887.

Cash Capital	$500,000 00
Reserve for Re-Insurance	382,382 18
Reserve for Unpaid Losses and other Liabilities	71,722 00
Net Surplus	237,759 15
Total Assets	$1,191,863 33

Ex-Gov. J. A. WESTON, President.
Hon. S. N. BELL, Vice-President. GEO. B. CHANDLER, Treasurer.
JOHN C. FRENCH, Secretary. W. H. BERRY, Ass't Secretary.

COMPARATIVE STATEMENT EACH YEAR SINCE ORGANIZATION.

Year.	Assets.	Net Surplus.	Net Premiums Received.	Capital.
1870	$134,586 24	$8,029 89	$40,123 00	1870. $100,000 00
1871	150 174 60	10,338 82	51,360 96	
1872	316,435 52	15,530 52	58,230 20	
1873	346,338 25	32,038 41	114,548 34	1872. 200,000 00
1874	393,337 12	50,141 87	143,741 50	
1875	429,362 00	77,123 09	156,979 68	
1876	453,194 87	94,924 83	162 970 47	1874. 250,000 00
1877	482,971 65	113,478 14	171,091 22	
1878	507,616 90	127,679 39	171,492 06	
1879	537,823 59	147,133 04	206,515 72	
1880	585,334 20	171,249 88	248,220 00	1882. 500,000 00
1881	618,192 98	183,1[illegible]8 52	265,660 31	
1882	915,132 37	204,407 96	346,951 90	
1883	965,147 93	205,162 65	437,792 07	Dividends paid from the receipts from interest.
1884	1,014,579 95	214,060 50	474,775 78	
1885	1,101,451 03	219,983 34	551,153 76	
1886	1,191,863 33	237,759 15	615,300 28	

GEO. W. EASTMAN, Special Agent for New England.
HENRY NORDEN, Rochester, N. Y., Special Agent for the Middle States.
H. M. RUSSELL, Chicago, Ill., Special Agent for Illinois, Indiana, Kentucky, Ohio, Michigan and Wisconsin.
FRED'K W. LEE, Des Moines, Ia., Special Agent for Iowa, Minnesota, Nebraska, Missouri and Kansas.

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

If Life Insurance Agents want an A 1 contract, with full general agent's renewal interest, direct from the HOME LIFE INSURANCE COMPANY, with exclusive control of good territory, in the Northwest or Western States, they will at once address,

EDGAR H. KELLOGG, Superintendent,

CHICAGO, ILL.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY OF MILWAUKEE

Is now in the twenty-ninth year of its existence. Its good points include rapid progress, large surplus, large dividends, and a low death rate (0.82 per cent. in 1886).

Amount of insurance in force January	1, 1881,	$64,967,081.00
" " " "	1, 1884,	92,083,093.00
" " " "	1, 1887,	127,629,903.00

Surplus on 4 per cent. basis, $4,429,181.07; on 3 per cent. basis, $1,073,620.07.

Its dividends are unsurpassed. It is the only Company which has, in recent years, printed tables of current cash dividends for the information of the public.

THE NORTHWESTERN HAS DONE THIS FOR SIXTEEN CONSECUTIVE YEARS.

H. L. PALMER, President. MATTHEW KEENAN, Vice Prest. WILLARD MERRILL, 2d Vice Prest.
EMORY McCLINTOCK, Actuary. J. W. SKINNER, Secretary. L. McKNIGHT, M. D., Med. Director.
J. F. MAKLEY, Assistant Sup't of Agencies Eastern Department, 150 Broadway, New York City.

Connecticut General Life Ins. Co.
HARTFORD, CONN.

Assets January 1, 1886. - - - - - - $1,551,414 25

Liabilities, N. Y. Standard $1,107,997 53
Surplus to Policy-holders by N. Y. Standard $443,416 72
Of which $103,873 50 is a Special Reserve due Savings Endowment Policies.
T. W. RUSSELL, President. F. O. HUDSON, Secretary

City of London Fire Insurance Co.,
LIMITED,
OF LONDON, ENGLAND.

UNITED STATES OFFICES.
20 KILBY STREET, - - - - BOSTON, MASS
JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A. SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St; Marine, 13 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000 000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445.320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413.982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

IN our news columns will be found the official call for the eighteenth annual meeting of the National Insurance Convention, composed of state officials having the supervision of the business of insurance. The president of the association elected at the last annual meeting, Mr. Tarbox, is dead and the vice-president and secretary are no longer in office on account of political changes, so that the body is headless, unless the chairman of the executive committee may be called its head, and he has undertaken to issue the call. The sessions will be held at the International Hotel, Niagara Falls, beginning on September 21, next. The central situation of the meeting place ought to be one strong inducement for a large gathering. If the convening of the state insurance officials for consultation and comparison of views is worth doing at all, it is worth doing with zeal and unanimity. For a number of years there has not been much interest taken in these meetings by the officials. At St. Paul last year only eleven departments were represented, and at some previous meetings there were fewer still. That they may realize how large a convention they might make if they would brace up to the occasion we print, in connection with the call, a list of the insurance supervision officials of all the states, corrected to date.

WE observe that the contents of furniture storage warehouses are being written in some instances in the city of New York, at fifty cents. That is out of all proportion. A furniture storage warehouse is a very dangerous risk and is bound to be from the nature of the stuff stored in it. If a surveyor finds greasy rags about a factory he immediately makes a note of it and usually grows so nervous about the presence of the little incendiaries that the owner promises never to have another such about the place over night again. Greasy rags are known to be very dangerous; they will condemn almost any risk. Dirty carpets are greasy rags and when they are rolled up, put in an airy place and well covered over with kindling wood in the form of light furniture, what wonder is it that they burn up? One of the worst elements of fire hazard known is ever-present in furniture storage warehouses, and what is more, it cannot be guarded against.

GENERALLY speaking, the higher rates are, the lower are brokers commissions, and vice versa. It is not at all astonishing that this is the case; it is the natural result of increased fire hazard that rates should go up and commissions down in direct proportion. Although this fact may not always be found growing alongside the path of wisdom, we have the satisfaction of knowing the reason why it is so. But neither property holders nor underwriters are very bright about it. For if the property-owner were to tell his broker that he would give him a fair commission if he would procure him the lowest possible *net* rate, he would give the broker a chance to show what he was made of and perhaps he would find his insurance considerably reduced in price. As for the insurance men, it is a fact that they do not pay much attention to the influence of commission upon rates. Net rates, however, are unusual, and it is probable that fire underwriters would like to figure on them because they would affect the expense account so favorably.

THE other day a New York risk on a building occupied for the storage of extra hazardous merchandise was offered to the fire insurance companies. It was directly opposite a risk exactly like it in point of fire hazard, the only difference being that risk No. 1 was out of the dry goods district and No. 2 was in it. While the one rated according to schedule, eighty cents, (and the owner did not demur in paying it, neither did the broker hold back at the prospect of only ten per cent. commission), the risk across the street from the district was knocked down at thirty-five cents, with thirty per cent. commission to the broker. In point of conflagration hazard and exposure, the thirty five per cent. risk was far worse off than the rated one, for it was surrounded by a dangerous class of specials that never stop burning until they are entirely consumed and make very hot fires, too. Nothing but warehouses surrounded the rated one. Both risks were placed without difficulty. Now from these circumstances one of three facts becomes obvious, viz.: the rates in the tariff district are entirely too high or non-tariff rates are altogether too low, or New York city underwriters don't know anything about making rates and take whatever they can get, trusting to luck to make a profit for them. For there is something entirely out of order with the thinking machinery of the New York insurance guild if, when this question is propounded: "If one risk is worth eighty cents, what is another one just like it worth?" the answer comes back "thirty-five cents."

INSPIRED by malice and sustained by ignorance, some contributor to the *Popular Science Monthly* has been making some extraordinary statements about the litigiousness of American life insurance companies in resisting the payment of death claims. He did not take the precaution to ascertain the facts, which he might easily have done by writing to the companies for them, but from his own imagination evolves the assertion that "millions of dollars have been withheld from rightful heirs" by the contrivance of the companies. The only way to deal with such statements as these is to pronounce them lies, but the wonder is that a reputable publication such as the one named, would admit them to its pages. The New York *Commercial Bulletin* has undertaken

to do what the falsifier did not; get the actual figures of resisted claims from the companies. It published yesterday the returns from nearly all the companies, and the result shows that during the past five years out of 43,212 policies which became claims by death only 83 or .0018 per cent. have been contested and of the $125,124,419 made payable by these claims, but $449,401, or a trifle less than .004 per cent. has been contested and of these claims many were settled in favor of the companies. There is nothing new in this information to insurance men—the ground was gone over years ago by our Baltimore contemporary—but it does seem that any writer with an atom of fairness would inform himself on all sides before preparing an article for an influential periodical. This the contributer to the *Popular Science Monthly*, either through design or stupidity, did not do.

The Phenix of Brooklyn.

THERE have been two features in the management of the Phenix of Brooklyn which have, in the inner circles of insurance, been considered as more than likely to create trouble; its farm business and its "'jumbo" business. It seems a little queer that trouble should arise, or be expected to arise, from both the extremes of underwriting, the large and concentrated risks as well as the small and scattered risks, but both may be equally departures from sound underwriting. As conducted by the Phenix both were departures from the traditions of the business which could only be justified by their success.

One would say, for instance, that to go through a country selling goods, indiscriminately, on credit, and paying expenses out of funds already in hand, was a very risky business, and if the uniform experience had been against success the case would be still more strongly presumptive of loss. Yet this is practically what has been the farm business in the west of the Phenix. A policy is written for five years and the note of the insured is taken for the whole amount of the premium. The company pays the agent who secures the risk, and takes its chance of getting pay on the note. The universal experience heretofore of this business has been failure, and if the Phenix has found a way to make it profitable the event must justify it.

Then the so-called "jumbo" business—that is the writing of extra large lines upon mercantile and manufacturing risks. There is a conservative prejudice against this among underwriters, and if it is true as reported, that the Phenix has ceased to write these large lines and is cancelling them out, the prejudice would seem to be well founded. At any rate such a prejudice is not likely to add to the feeling of sorrow with which other underwriters contemplate the present condition of the Phenix.

For it must be confessed that the Phenix has made a mess of it somehow, and whether it be the farm business or the "jumbo" business, or the marine business, those people who "told you so" have a chance, which they will not be slow to improve, to shake their wise heads in unison, and repeat their formula. The Phenix has outraged what they believe to be the principles of sound underwriting. It has impaired its capital, as well, and the latter is assumed to be the natural result of the former. There is, we think, no question that they are entitled to whatever advantage there is in the outcome. If the Phenix had succeeded it would have undoubtedly attributed its success to its freedom from the trammels of old fogy notions in underwriting, and its lead would have been followed by others less able to stand and take the blows of fortune. Its lack of success records one more among the numerous testimonies to the value of conservatism in fire underwriting.

There are some points in the report of the department examiners which we print in this issue, that are not entirely clear to us. The deficiency—at least the main portion of it, which is found in the company's annual statement, is the result of additions to liabilities for unearned premiums and unpaid losses. The examiners say they are inclined to believe that the marine unearned premium liability is made up in a certain way, namely by computing it *pro rata* by months and then dividing the sum total by two. The New York law is rather vague about the manner in which unearned premiums shall be made up, and it seems to us that if, as appears to have been the case in the Phenix, these matters are subject to no rule but the caprice of each company, it is about time that a more definite plan should be adopted. Even in this examination, the examiners have adopted a valuation which they admit differs from the custom of the department, and one which changes the condition of the company to the amount of $334,390. When the law is vague and the custom of the department uncertain, how is a company to steer clear of shoals and quicksands?

This examination discloses another irregularity upon which THE WEEKLY UNDERWRITER has more than once expressed a very decided opinion. Some $240,000 are added to the unpaid losses. There has always been a screw loose in this unpaid loss business owing to the differing laws of the states and their differing interpretations. One department says it does not want to know what is the actual condition of an insurance company at the close of the year, but it does want to know what the books of the home office show to be its condition at that time. Well, the Phenix seems to have taken that view of the case, and as the books certainly do not show any losses which are unadjusted, they pay no attention to losses for which proofs have not been received.

There seems to have been much care exercised by the examiners in verifying the annual statement, which resulted in discovering an impairment of about $98,000. But we find in the report no evidence of a like care in increasing the impairment to nearly half a million. They say:

> Having ascertained the financial condition of the company on December 31, 1886, we next turned our attention to its condition on June 30, 1887. From the company's monthly statements we learn that its net assets on December 31, 1886, amounted to $5,041,807.08, and on June 30, 1887, they amounted to $4,703,204.93, showing that in the first six months of this year the company lost $338,602.15. Adding this amount to the amount in which the capital stock was impaired on December 31, 1886, we find that on June 30, 1887, the company's capital stock was impaired to the amount of $436,562.08.

We respectfully submit that the evidence does not prove the conclusion, any more than an increase in the assets would have proved that the impairment had vanished. Suppose, for instance that the net assets were thus reduced by paying off the very liabilities which caused the impairment January first. Would it not be clear, in such a case that the reduction in assets did not make a bad matter worse? It may be that the company is still further impaired, but this is a most ridiculous attempt to demonstrate it.

Well, the Phenix will make up its capital and go on as usual. It may be a little more careful, perhaps, but that is all. As to those who think that a black eye puts it out of the arena, and that it will be difficult for it to do business after this, we wonder what they are thinking about. The dear public doesn't care a rush whether the Phenix makes or loses money. All it wants to know is whether the company is going to continue the fight or throw up the sponge. We, who buy insurance are always ready to buy it cheap, and we are willing to black another eye and pluck the tail feathers from the fabled bird if we can. We had rather go on plucking the feathers than to have the carcass. And so, Mr. Pecksniff, don't go about wringing your hands and shaking your hypocritical head over the terrible condition of the Phenix. We shall get that other half million if the managers will let us have it, and then ask them to put up some more.

Facts and Opinions.

THE affairs of the Phenix insurance company have been the talk of the town since the report of the state examiners was made public on last Saturday. A good deal of baseless rumor, with not a little of uncharitableness not to say downright malice, in it, has been going about, but the bare facts as to the situation and the prospects appear to be as follows. The directors met on Saturday and voted to raise $500,000, by assessment on the stock, to make good the technical impairment of the capital as ascertained by the examiners. A committee was appointed to prepare the call and a statement of facts to the stockholders. They have ninety days leeway to collect the money, but they express the utmost confidence in obtaining all of it, and at once. The officers are in daily receipt of a vast number of letters from the company's agents all over the country, expressing their unbounded faith in its present soundness and continued stability and prosperity. The business has been very little injured so far, the premium receipts coming along almost as usual and the current losses being promptly paid.

It was reported during the week that Vice-President Crowell had resigned and that a meeting of dissatisfied stockholders had been called for next week, the purpose being to demand the retirement of the present management. It is not true that the vice-president has resigned though he says that the majority of the stockholders may have his resignation any time they ask for it. Nothing definite is known of the alleged meeting of the anti-administration faction. It would hardly be formidable in point of strength, as two of its principal promoters have sold out their stock this week. It is probably true, as is also rumored, that the person who keeps the press supplied with charges against the present management, is a discharged employe of the company. As to the future policy of the company it is likely that the ocean marine business will be dropped, but not so the inland marine business. The officers assert that the writing of large lines has been profitable in spite of the recent severe losses, there being $150,000 now to the credit of that department. Care only is needed in the selection of business, to continue this favorable condition. The company's stock commands not less than seventy-five on the street which, with the assessment being paid, is equivalent to 125. This shows that there is no lack of confidence in the company in financial circles.

The following statement, made by President Crowell to a reporter, gives his views of the report of the examination and the methods employed in conducting it:

The report of the examiners shows that the company has gross assets amounting to $5,307,000. This is a deduction from the amount claimed on January 1, 1887, of about $76,000, which amount we consider perfectly good bookkeeping assets, although not admitted by the department. The company's outstanding claims for losses on July 30—or practically up to date—amounted to $646,276.62. The claim of an impairment of capital is based on the unearned premium reserve, which is made by the examiners something over $400,000 in excess of the amount estimated by the company. This is not money lost by the company, but is held as a reserve for policyholders, while it works a technical impairment of capital. Again, the first half-year, which the examiners included in their report, is a most unfavorable period for us. Our premiums for the last four months of the year are, as a general rule, equal to those of the preceding eight months. The premium income of the company has increased from $2,496,000 in 1882, to $5,553,000 in 1886; and the gross assets have increased from $3,295,000 in 1882, to $5,307,000, as is admitted by the department in 1886—showing the immense growth of the business of the company, and the corresponding immense reserve required by the law, which is in this state more exacting upon the subject of reserve than in any other state in the Union. If this report had not been made in midsummer, there would have been an immense difference in our favor in its findings. We expected that by December 31, we would show a handsome accession to our earned surplus.

IN accordance with the resolution adopted at St. Paul, Minn., September 23, 1886, the next session of the National Insurance Convention of the United States will be held at Niagara Falls, September 21, 1887. The place of meeting will be the International Hotel. The office of president having become vacant by the death of Hon. John K. Tarbox, insurance commissioner of Massachusetts, and those of vice-president and secretary respectively, by the retirement from office of the Hon. Samuel H. Cross insurance commissioner of Rhode Island, and the Hon. Robert H. Brinkerhoff, deputy superintendent of insurance of Ohio, the undersigned takes occasion to call to your notice the time and place of meeting, and to earnestly solicit your attendance. States having no separate insurance bureaus may be represented by the governor or some state official appointed by him: Provided, that no member shall be connected with any insurance company as officer or employe.

The above call for the eighteenth annual meeting of the National Insurance Convention is signed by Auditor Swigert of Illinois as chairman of the executive committee. Niagara Falls is so conveniently situated that probably a larger attendance of delegates than is usual, may be induced. That they may rally one another to come to the front, we have prepared a list of the official insurance supervisors of each of the states, which is revised to date:

Alabama	Malcolm C. Burke.
Arkansas	William R. Miller.
California	J. C. L. Wadsworth.
"	M. M. Rhorer, Dep.
Colorado	D. P. Kingsley.
Connecticut	Orsamus R. Fyler.
"	J. H. Sprague, Dep.
Delaware	Nathan Pratt.
Florida	Edward S. Crill
Georgia	W. A. Wright.
Illinois	Charles P. Swigert.
"	J. J. Brinkerhoff, Dep.
Indiana	Bruce Carr.
Iowa	James A. Lyons.
Kansas	Daniel W. Wilder.
Kentucky	L. P. Norman.
Louisiana	Simeon Toby, Dep.
Maine	Joseph O. Smith.
Maryland	Jesse K. Hines.
Mass	George S. Merrill.
"	William S. Smith, Dep.
Michigan	H. S. Raymond.
"	H. N. Lawrence, Dep.
Minnesota	Charles Shandrew.
"	W. M. Todd, Dep.
Mississippi	W. W. Stone.
Missouri	Alfred Carr.
"	Charles E. King, Dep.
"	Aug. F. Harvey, Aud.
New York	Robert A. Maxwell.
"	W. B. Ruggles, Dep.
New Jersey	Henry C. Kelsey.
"	A. H. Rickey, Dep.
Nebraska	H. A. Babcock.
Nevada	J. F. Hallock.
New Hamp.	Oliver Pillsbury.
N. Carolina	W. L. Saunders.
Ohio	Samuel E. Kemp.
"	J. A. McEwen, Dep.
Oregon	G. W. McBride.
Penn	J. M. Forster.
"	Geo. B. Luper, Dep.
Rhode Isl'd.	E. W. Bucklin.
S. Carolina	W. E. Stoney.
Tennessee	Atha Thomas.
Texas	L. L. Foster.
"	Betty B. Brewster, Dep.
Vermont	Charles W. Porter.
Virginia	Morton Mayre.
W. Virginia	Patrick F. Duffy.
"	M. H. Dyer, Dep.
Wisconsin	Phil. Check, Jr.

This is a goodly array of ladies and gentlemen and there are enough of them to make a large and cheerful convention. They all read THE WEEKLY UNDERWRITER and therefore this suggestion will not be overlooked. As Canada will be in sight across the falls, Chairman Swigert might well extend the courtesy of an invitation to be present to Superintendent Fitzgerald and his official staff.

A COMMUNICATION appears in the Cincinnati *Commercial Gazette* warning the people living in the natural gas region

of Pennsylvania, Ohio and Indiana, of a coming explosion that is likely to engulf them in destruction, and urging the call of an extra session of congress to take immediate precautionary action in the matter. Boring for natural gas, the writer says, should be prohibited by stringent laws. The danger that impends is well-known to scientists. Just such a craze took place in China two centuries ago, a whole district was pierced with borers, a mighty explosion occurred, millions of people were destroyed, the land disappeared and in its place is now the great inland lake of Foo Chang. Since that disaster the Chinese government has forbidden further boring for natural gas within its domains, and well it might. The following concluding remarks are commended to the attention of the editor of the Pittsburgh *Insurance World:*

The same catastrophe is imminent in this country unless the laws prohibit further developments in boring so many wells. Should an explosion occur there will be such an upheaval as will dwarf the most terrible of earthquakes ever known. The country along the gas belt from Toledo through Ohio, Indiana and Kentucky will be ripped up to a depth of from 1,200 to 1,500 feet, and flopped over like a pancake, leaving a chasm through which the waters of lake Erie will come howling down, filling the Ohio and Mississippi valleys and blotting them out forever. Some prompt action should be taken at once to prevent this catastrophe.

On the subject of "jumbo" lines the annual report of the Mutual Fire of New York, which was issued this week, says:

The writing of large lines being one of the fundamental principles on which this company was organized and has since been operated, we wish to say that such a course is entirely satisfactory to the officers, trustees and general membership of the company. However, the question has arisen whether in the end it would be profitable. The management contend that it will, and take the position that under any system of insurance, whether mutual or joint stock, the premiums received pay both losses and expenses, taking it through a term of years, regardless of the capital invested in the business, and that the larger the policies, so long as an average is maintained, the more profitable it will be to every one interested in the company. To make ourselves perfectly clear as to the correctness of this statement, we submit the following:

1,000 policies of $1,000 each at one per cent. produce $10,000 in premiums.
1,000 policies of $10,000 each at one per cent. produce $100,000 in premiums.
1,000 policies of $50,000 each at one per cent. produce $500,000 in premiums.

It will be seen that in either case the premiums received would pay ten total losses, in the event of their being no expenses. By writing the larger policies the ratio of expense must of necessity be reduced proportionately. Where the company takes its maximum line there is an implied assurance that the risk is of the very best character, and while we endeavor to exercise as much care in taking the smaller as we do in taking the large risks, the latter will continue to be written more freely than the former.

At the annual meeting of the Connecticut State Firemens' Association, held at Meriden, on Wednesday, President Whiting of the Orient of Hartford, delivered an address on the relations of firemen and underwriters. As a means towards the prevention of the enormous fire loss from which the country suffers, he recommended two things: legislation prohibiting the paying by insurance companies of more than three-quarters of any loss from a fire originating on the premises of the insured and the passage of local ordinances requiring the chiefs of fire departments to inspect people's houses and enforce the removal of unnecessary hazards. The first, he thought, would reach the incendiary who would fire his own property, and enforce watchfulness upon the property-owner against the outside incendiary; the second would reach the inconsiderate and careless. Mr. Whiting's address was replete with practical suggestions to the firemen.

The annual meetings of the insurance commissioners of late years have been poorly attended. At St. Paul, last September there were present the representatives of but eleven departments. The greatest attendance these conventions ever had was at the first one, which was held in the city of New York in 1871, and attracted representatives from every state insurance department then existing in the country. Of the commissioners then present but two remain in office: Mr. Pillsbury of New Hampshire and Mr. Kelsey of New Jersey. The present commissioner of Pennsylvania was present however, as proxy for Auditor-General Hartranft, and Aug. F. Harvey, now actuary of the Missouri department appeared as proxy for the auditor of Nebraska. The convention lasted nine days and was followed by a second session of ten days.

The *Coast Review* mentions that J. W. Anthony & Co, the Jersey City underground operators, have been sticking people in Montana Territory with policies of a wild-cat concern called the Traders General Assurance Corporation of Manchester, England:

One Morris Susman, a storekeeper at Wickes, who perhaps couldn't get any other kind of insurance, took out a policy in the Traders General, at the solicitation of W. F. Cummings of Helena. Susman's store burned, and he hunted up Cummings, only to learn that the whereabouts of the general agents was unknown to the local agent, and the claim must be presented in Manchester, Eng., within *fifteen* days after the loss, according to the terms of the policy. Susman cannot read. Cummings will probably be arrested for transacting "underground" insurance. The penalty is severe.

The destruction by fire of the Masonic Temple, at Baltimore, Md., on Saturday morning made a loss of a half million of dollars. The insurance was $560,000 widely distributed. The cause of the fire was a carelessly thrown lighted match, as is related in the following paragraph:

The latest investigation shows that the fire originated in the carpet store of H. Holtzman, in the cellar of the masonic building, and underneath the dry goods store of Campbell & Dick. It is said that a small party of gentlemen were sitting in the upholstering department of Holtzman's establishment, when one of their number lighted a cigar and thoughtlessly threw the match into a waste paper basket. The contents of the basket were of an inflammable character, and in a few seconds the entire room was ablaze. Efforts were made to extinguish the flames, but the light material burned so rapidly that the fire was soon beyond control.

The California insurance commissioner sends us a copy of his report for 1887. Mr. Wadsworth opposes fire insurance brokers as an unnecessary tax on the cost of insurance, and pleads for legislation to enable him to drive the wild-cat assessment concerns out of his state. The commissioner is sound in his views in both instances and as he appears to be very much in earnest, there is hope that California will be rid of both nuisances—the brokers (as representatives of the insurers) and the co-operatives.

The new London fire insurance company, organized by John W. Atkinson, and managed by John Carswell and to be known to fame as the Economic Fire, has entered the United States by the way of California, to which state it was admitted last month. Gutte & Frank of San Francisco have been appointed general agents for the Pacific coast. The Economic Fire has a subscribed capital of $1,875,000, but its paid up is but $350,000, so far.

California used to be the paradise of fire underwriters. But the fire loss ratio has been creeping up in the last few years, and the state is getting to be like the rest of the sisterhood. Commissioner Wadsworth's report gives the following percentages of losses to premiums since 1878; For that year 26.3; 1879, 32.5; 1880, same; 1881, 33.3; 1882, 39.9; 1883, 39.1; 1884, 28.5; 1885, 44.8; 1886, 51.2.

At the Paris international exhibition of 1889, there will be an "Insurance Section." Of what the "exhibits" will consist is not announced but probably of the handsomest officers and agents of insurance companies. The United States could make a remarkable show in that department.

The Life Insurance Company of Virginia, having satisfied the requirements of Comptroller-General Wright, has been admitted to do business in Georgia.

There has been no change in the American Exchange situation since last Saturday.

Insurance Legislation.

Georgia.

Atlanta, August 19.—The house by a unanimous vote, has passed the bill for the relief of the Hartford Steam Boiler Inspection and Insurance Company.

Also, a bill to revoke and rescind the license granted to foreign corporations to do business in the state when they transfer suits from state courts to United States courts. A member of the legislature said that his only objection to the bill was that railroad corporations could not be included. The supreme court of the United States had decided that a legislature could enact such a law as is now proposed. The bill passed the house by a unanimous vote.

A bill to relieve the Norwich Union insurance company, barred from doing business in the state by reason of failure to promptly file its semi-annual returns, has passed the house.

New Hampshire.

Concord, August 19.—The committee on insurance held two hearings this week, when the non-forfeiture bill with the anti-tontine attachment, was considered. No vote was taken.

The house passed a bill to charter the Manchester City insurance company, also the bill relating to dividends of Mutual fire insurance companies, with amendments. The bill, as amended and passed reads as follows:

That no mutual fire insurance company, organized under laws of this state and charging a full stock or cash premiums, shall make any dividend to its policy-holders, the effect of which will reduce its cash assets below seventy per cent. of the gross premiums received on all risks remaining in force.

The bill to amend the general statutes in the interest of the Mutual Life of New York, came up and was made a special order for next Wednesday forenoon.

The senate passed the bill further defining the duties of the insurance commissioner.

Official Reports.

Canada Insurance Report.

Superintendent Fitzgerald prefaces the statistical tables of his annual report with liberal comment upon the various features of the insurance business in Canada, most of which is only of local interest. Some months ago the returns of Canadian fire and life business were printed in our columns, so that further allusion to it here is superfluous. The following table on the death rate among insured lives in Canada is interesting and we would be glad to see this feature adopted in the annual report of insurance departments of the States:

The death rate among insured lives in Canada, as far as can be gathered from the returns of the companies, was 8.302 per thousand. The average death rate for the last seven years is 8.569, as is shown from the following table:

	Number of Lives exposed to Risk.	Number of Deaths.	Death Rate.
1880.	33,557	278	8.264
1881.	38,115	309	8.107
1882.	43,622	358	8.207
1883.	50,031	455	8.094
1884.	54,443	442	8.119
1885.	60,120	576	9.581
1886.	73,240	608	8.302
Total	353,128	3,026	8.569

We find in the report the following allusion to the National Life of the U. S. of A. It seems that "somebody" is trying to do in Canada what somebody has been doing in the United States for several years; buying up the company's policies, usually at a large discount on the apparent value. The Canadian superintendent utters a warning and says:

The National Life Insurance Company of the United States ceased to transact new business in Canada upon March 31, 1878, when the insurance act of 1877 went into force. Recently an effort has been made to obtain surrenders of its outstanding Canadian policies, and as it has, within the past few weeks, come to my knowledge that misrepresentations and statements calculated to mislead regarding the company's assets in Canada, and the rights of Canadian policy-holders, and the position of the company's affairs generally, have been, in some instances, made by persons claiming to represent the company (though possibly without the sanction or knowledge of the company's responsible officers), doubtless with the object of obtaining surrenders of the company's Canadian policies at very much less than their fair values (in every case which has been brought to my notice less than sixty per cent. of the actual value has been offered), I deem it proper to call attention to the amount of the company's deposit, and its liabilities in Canada. * * * * * * * * * * *

I may also add that any policy-holder who chooses to apply to this office for information as to the value of his policy and furnishes the necessary particulars to enable the computation to be made, will be cheerfully supplied with the information he seeks and will thus be in a better position to deal with any person or persons who may be endeavoring to procure a surrender or such policy.

Personals.

Agency Appointments.

Continental of New York: Adam Gray & Co., Cincinnati, O., transferred from Charles Bonsall & Son.

Economic Fire of London: Gutte & Frank of San Francisco, general agents for the Pacific coast.

Employers Liability of London: C. W. Drew & Co., of Chicago, state agents for Iowa.

Home of New York: Charles Odell & Son, Salem, Mass.

Howard of New York: J. M. Taylor, Worcester, Mass.

Insurance Company of Dakota: Jacobs & Easton of San Francisco, general agents for the Pacific coast.

Liberty of New York: Sillsbee & Geer, Lynn, Mass.; Lockey & Allison, Fitchburg, Mass.

Orient: C. D. Fullerton & Co., Brockton, Mass.

Providence-Washington: W. B. Church, Taunton, Mass.

Sun Fire Office of London: Mather & Todd, Leominister, Mass.

United States Life: Dr. D. Redman general agent for California succeeding J. W. Howell, resigned.

Westchester Fire: Arthur Anthony, Fall River, Mass.

Mr. Isaac Sweetser, president of the Washington Fire and Marine of Boston, and of the Boston Board of Marine Underwriters, died suddenly on Monday at his summer residence at Lynn, Mass. Mr. Sweetser was one of the oldest, and most respected of Boston underwriters and his loss is deeply felt by his business associates. He was born September 19, 1812, in Charlestown, Mass., and received a common school education. He entered the service of a large mercantile house when only thirteen years of age, but resigned in 1832 to take the position of secretary of the Washington Fire and Marine. Upon the death of Mr. Lamb in 1862, Mr. Sweetser was elected president of the company which position he held twenty five years. He was elected a member of the Boston Board of Marine Underwriters that same year and was made president in 1877, continuing in office to the present time. He leaves three children, one of whom, Mr. Frank E. Sweetser, is vice-president of the company. At special meetings of the Board of Marine Underwriters and of the Board of Fire Underwriters held Wednesday resolutions were passed by each body. The funeral occurred Thursday and was largely attended by insurance men.

Mr. Lyman W. Briggs, one of the founders, and the first vice-president of the Fidelity and Casualty Company and also later of the American Surety Company, was taken to an insane asylum this week. Mr. Briggs retired from official position about two years ago on account of failing health and has not since been regularly engaged in business. In his prime he was one of the most energetic and successful of business men in New York.

Mr. Frederick Weicnnett, secretary of the German Fire of Peoria, was one of the victims of the railroad accident near Chatsworth, Ill., last week, having been killed outright. He was chosen secretary of the company in April, 1886, previous to which he was city treasurer of Peoria.

Mr. Charles F. Hawkins, for several years connected with the Washington Fire and Marine, has been appointed special agent of the American Fire of New York and will enter the service of that company at once.

Col. A. H. Dillon, Jr., manager of the Mutual Fire of Baltimore, presided over a convention of mutual fire insurance companies in Chicago last week.

Prince Ferdinand obtained insurance on his life for 2,000,000 florins (about $750,000) before starting on his ticklish mission to become sovereign of Bulgaria.

Messrs. D. M. Howard and John F. Kelleher have been elected president and secretary respectively of the Penobscot County, Me., Board of Underwriters.

General Agent Burch of the western department of the Phenix, has been at the home office of the company, all this week.

Mr. J. M. Newburger has been elected president of the Franklin Fire of Indianapolis, Ind., in succession to the late Gabriel Schmuck.

Miscellany.

Report on the Examination of the Phenix Insurance Company of Brooklyn by the Insurance Department of the State of New York.

The following is the report of the official examiners, of the condition of the Phenix insurance company of Brooklyn, to the superintendent of the New York insurance department. The report is dated August 10, 1887.

SIR—Pursuant to instructions contained in appointment No. 534, the undersigned have made an examination of the condition and affairs of the Phenix insurance company of Brooklyn, N. Y., and respectfully submit the following report:

This company was organized in 1853, and transacts the business of fire and marine insurance, with a capital stock of $1,000,000, paid up in cash. The volume of business transacted by it is enormous, and it has agents in every part of the country. The business of the company is divided into eleven departments, each of which is under control of a general agent or manager, and all of them acting under the general supervision of the company's officers and directors.

Our examination was directed mainly towards ascertaining the financial condition of the company on December 31, 1886, and our progress was necessarily slow owing to the immense amount of business done, the absence of proper expiration books that could be readily verified, and the great length of time we were compelled to devote to obtaining information concerning matters not shown by the books. It was also necessary to visit Chicago, Buffalo and Atlanta, as the records of the greater portion of the business are kept in those three places.

It was our intention, at the commencement of the examination, to take off the premiums in force by months instead of by years, so as to fix the premium liability more exactly; but the fact of the policies being registered by agencies only, made it impracticable to follow this method, as it would be nearly equivalent to making a *pro rata* calculation of the unearned premiums on each policy in force. If such a computation could have been made, it would have resulted in very largely increasing the premium liability, because of the fact that the greater part of the premiums is written during the latter half of the year.

The financial condition of the company on December 31, 1886, as ascertained by us, is set forth in Exhibit "A," annexed hereto, from which it appears that on said date the capital stock of said company was impaired to the extent of $97,959.93.

A comparison of this statement with the company's annual statement of same date discloses differences in many of the items of both assets and liabilities, as appears by the following statement of reductions in the assets and additions to the liabilities as reported by the company, viz:

DEDUCTIONS FROM ASSETS.

1	From premiums in due course of collection	$69,268 33
2	From real estate owned	3,000 00
3	From stocks and bonds owned	1,920 40
4	From bills receivable, taken for premiums	1,877 00
	Total	$76,065 73

ADDITIONS TO LIABILITIES.

5	To fire and inland premiums unearned	$200,373 74
6	To marine premiums unearned	176,959 66
7	To marine losses unpaid	156,438 95
8	To inland losses unpaid	51,517 00
9	To fire losses unpaid	33,212 32
10	To unpaid accounts	21,989 32
	Total	$640,490 99
	Less re-insurance due and since collected	61,510 01
	Net additions to liabilities	$578,980 98

Our reasons for making the above changes are as follows:

In the company's statement of premiums in course of collection there was included a balance due from the western and southern department amounting to $26,309.19, representing advances made to said department during the month of December, 1886, for the payment of salaries and expenses for that month. There was, however, nothing due the company on this account, except a statement from said department of the manner in which the said money had been expended. There was also an item of $14,379.83, which purported to be a balance due from an agent named Brown, since December, 1885. This amount was really not due from Brown, but the account was to be off-set, in whole or in part, by a credit for deferred commissions to which he was entitled. There were also balances due from other agents in the farm department amounting to $8,759.42, which had been standing a year or more, no business being done by said agents in the meantime. Neither of these three items should in any event be included in the assets. There were also balances due from other agents and departments for premiums written previous to October 1, 1886, amounting to $19,819.89, a large part of which has, no doubt, been collected since the close of the year.

The property located in Flatbush, L. I., valued at $3,000, is rejected as an asset on account of a defect in the title.

The Virginia deferred certificates, valued at $1,920.40, are rejected as an asset; also matured notes taken for premiums remaining unpaid and amounting to $1,877.

The increase in the amount of the unearned premium liability is made because the amount of premiums in force, as shown by the company's registers, after giving due credit for re-insurance, required that such addition be made. The addition to the amount of unearned premiums in the marine department is $176,959.66. The gentleman who makes up the marine premium statement for the company says that it has been his custom to compute the unearned premium on each policy separately, assuming that on policies written during the month of January, one-twelfth of the premiums were unearned, on February policies two-twelfths, on March

policies three-twelfths, and in like proportion for other months. The amount thus obtained would be just about double the amount reported as a liability, and we are therefore inclined to believe that, after so ascertaining the amount of premiums unearned, the company charges itself with only fifty per cent. thereof as a liability. We also find that it has been the custom at the end of the year to mark off all voyage risks whether terminated or not. The amount of such premiums on risks not terminated at the close of the year being $17,308.10.

It has been the custom heretofore for the insurance department to require marine companies to report the full amount of premiums in force as a liability. This is entirely proper in the case of voyage risks not terminated, but we think it unjust to compel a company to reserve the whole of the premium received on a policy written for a time certain. If a vessel is insured on July first, for a year, the company has earned one-half of the premium on the following thirty-first of December, and should be charged as a liability with only the unearned portion, as in the case of a fire policy. We have taken this position in making up the liability of the company on its marine premiums, charging it with the full amount of premiums received on voyage risks not terminated, and *pro rata* on time risks in force. If the whole amount of premiums received on risks in force were to be charged against the company, it would add $334,390.30 to its liabilities.

The company's estimate of liability on account of unpaid marine losses on December thirty-first last was $69,950. In addition to the losses so estimated for, we find that between January 1, 1887, and April 25, 1887 (the date on which we concluded our examination of the marine losses), the company had paid $112,072.19 on losses that occurred previous to December 31, 1886, and that there remained unpaid, on losses not in suit, the sum of $11,591.72, and of losses in suit, $32,775.04, making a total of $156,438.95, which we have added to the liabilities. On these losses no estimate whatever had been made, although the company had sufficient notice to enable it to do so.

It may be said that it is unfair to charge the company with the whole of this amount as a liability, as it could not have knowledge of the exact amount of such losses at the time of making up its annual statement. We hold, however, that it should be the duty of a company to make an estimate of its losses on all disasters to vessels insured by it, and of which it has knowledge, obtained through the usual sources. If this rule had been followed by the company in the present instance, the estimate on the above mentioned losses would probably not have been nearly as large as the amount actually paid, but the company would have made estimates on other reported disasters, on which there proved to be no loss. Such an estimate made upon such reported disasters to vessels insured by the company would no doubt nearly equal the amount of loss actually sustained, and though it did not equal the amount actually paid we would have felt constrained to accept the company's estimate when made in good faith on the best information in its possession. But as no estimate was made upon any of the losses which we have added to the liabilities, we feel justified in assuming that the amount of liability on December 31, 1886, was the amount of loss as subsequently ascertained.

In explanation of the omission of these losses from the statement of liabilities, the officers say that it has been the custom during the whole period of the company's existence to make no estimate for losses unpaid unless the proofs of loss had been received, and that no loss under a thousand dollars is ever included in the estimated liabilities; and that it would be unfair on the part of the department to make a ruling in this examination in opposition to the established practice of the company.

We find that during the present year, 1887, the sum of $51,517 has been paid on account of inland losses which occurred previous to December 31, 1886, and of which the company, or its general agents, had sufficient notice to enable them to make an estimate of the amount of loss thereon, yet no estimate whatever was made, or liability reported, on any loss in the inland department.

We also find that a number of fire losses, amounting to $33,212.32, of which the company or its agents had knowledge on December 31, 1886, should have been included in the company's estimate of loss liability in addition to those estimated for. The reasons given above for making additions to the marine loss liability apply also to these fire and inland losses.

The sum of $21,989.32 is added to the liability for unpaid accounts. This amount was due principally for re-insurances effected during 1885 and 1886 and paid during the present year.

The insuring of farm property forms a large part of the company's business in the West. The greater number of the policies are written for five years, and, when issued, the farmer gives his note due in one year for the amount of the premium and the policy fee, if any is charged. These notes are not included in the assets of the company, neither is there any liability charged on account of the premiums for which they were given until they are paid. The usual commission, however, is paid to the agent or solicitor at once, and the company ask that the commissions and expenses of special agents, so paid on policies represented by unmatured notes and amounting to $151,919.38, be allowed as an asset. We do not believe it is an asset of such character as is allowed by our laws.

We have included in the premiums in force the amount charged for policy fees on such farm policies. To this the company makes objection on the ground that it derives no benefit from these fees, as they are immediately paid over to the agent who solicits the application, in addition to his regular commission, and are no part of the premium charged to the assured. This objection would be valid if the agent himself collected the fee from the insured, but this is not done. The amount of the fee is included in the note given by the farmer in payment of his policy, and the full amount of the premium and policy fee is mentioned in the policy as the consideration on which it is issued. The amount of such fees included in the premiums in force is $176,581.85, and the amount thereof unearned and included in the liabilities is $82,913.06.

The total amount added to the unearned premium liability on account of premiums in force in the western and southern department is $138,614.50. In explanation of so much of this difference as occurs on mercantile risks, the general agent at Chicago says that the registers from which we obtained our figures were, in his opinion, not correct, as they were used merely as blotters and no effort was made to keep them properly written up. This may be true, but we had no other means of ascertaining the amount of premiums in force in that department, and have, therefore, calculated the liability on the amount of premiums appearing in force on the registers, which purported on their face to be regular policy registers.

Since January 1, 1885, the company's marine business has been conducted at a great loss, the figures for this period being as follows:

	Debits.	Credits.	Loss.
1885	$808,230 25	$790,748 62	$17,481 63
1886	1,297,646 67	970,351 36	327,295 31
1887 (to June 30),	530,296 82	331,147 57	199,149 25

The officers inform us that they have taken measures looking to a reform in this branch of the business.

In conducting the business of the company some of the agents are allowed a commission on the profits of the business in their several departments, in addition to a regular salary. These contingent commissions are paid upon accounts made out by such agents immediately after the first of January in each year, and without verification by the company before payment. In making up this account it is necessary for the agent to make an estimate of the unpaid losses and other expenses and of the net receipts from agents that had not yet sent in their reports for the month of December.

This has led at times to overpayment on account of contingent commissions. For instance, the account of one agent shows that the profit in his department for the year 1886 was $314,091.89, on which the contingent commission, amounting to $23,556.89, was promptly paid. If the making out or the payment of this account had been postponed until July 1, it could have been shown that the profit was only $240,091 89, on which the commission would be only $18,070.89. Other instances of a like nature have occurred. It may be said that these matters right themselves from year to year, and this would be true if each year showed sufficient profit and the agent remained in the employ of the company. In our opinion the payment of contingent commissions should be deferred until the amount of profits could be ascertained from known facts instead of estimates.

The abstracts of title to the real estate owned by and mortgaged to the company have been examined by Judge Ruggles, the deputy superintendent, and his report is on file in the department. The new building in Chicago, on which

the company has expended a great deal of money, is about completed. An appraisal of this property has been made by gentlemen selected by you when in Chicago last May, and their report, under date of June 10, 1887, is filed herewith and marked exhibit "D," from which it appears that the land is now worth $450,000, being an increase of $50,000 on the amount paid for it. To this report we refer you for further information concerning this property.

An examination of the stock-ledger was made for the purpose of ascertaining the amount of stock outstanding, and we found the amount to be one million dollars, as shown by said ledger. The canceled stock certificates and certificate stub-book were also examined for the purpose of making certain that all surrendered certificates had been duly canceled. We found that many of the certificates issued twenty or more years ago, and reported canceled, were not to be found, owing to the loose manner in which they had been cared for. Of the certificates of later years we have been able to trace all except No. 3,302. The stub-book containing this number cannot be found, and is the only one missing. The certificate referred to may have been mutilated and not issued, as it does not appear on the stock-ledger or transfer-book.

Of all other matters which our examination has brought to our knowledge, you have been fully informed from time to time, and we have indulged as little as possible in criticism or comment on the business of the company, but leave the facts and figures to speak for themselves.

Having ascertained the financial condition of the company on December 31, 1886, we next turned our attention to its condition on June 30, 1887. From the company's monthly statements we learn that its net assets on December 31, 1886, amounted to $5,041,807.08, and on June 30, 1887, they amounted to $4,703,204.93, showing that in the first six months of this year the company lost $338,602.15. Adding this amount to the amount in which the capital stock was impaired on December 31, 1886, we find that on June 30, 1887, the company's capital stock was impaired to the amount of $436,562.08.

But the loss on the business was really much greater during the first six months of 1887 than the amount above stated, the actual loss being $485,389.93. The apparent reduction from this figure in the company's statement of June 30, 1887, was brought about as follows: On December 31, 1886, the real estate owned by the company was valued at $1,079,787.53. Between that date and June 30, 1887, there had been paid out on account of the new building in Chicago, the sum of $274,474.69, making the total value of the real estate on June 30, 1887, amount to $1,354,262.22. But in making up said statement of June 30, 1887, the real estate was inventoried at $1,501,050, being an arbitrary increase of $146,787.78. Of this increase $75,000 was added to the premises Nos. 12 and 14 Court street, Brooklyn, $4,000 to the premises No. 98 Broadway, Brooklyn, E. D., and $67,787.78 to the new building in Chicago. The net profits on the Brooklyn property on Court street for the year 1886, including an allowance of $4,500 for the rooms occupied by the company as offices, was $17,556.30, which, on the new valuation of $375,000, would net the company four and two-thirds per cent. The rental and expenses of the building for the present year will be about the same as in 1886. The increase of $4,000 on the property in the Eastern District is made because the property will net between five and six per cent. on the new figure. The reason given for the increase of $67,787.78 in the valuation of the Chicago property is that the values of real estate and the cost of building in that city have increased to a degree sufficient to justify the company in making such addition to the valuation of the property. Labor troubles and other causes have delayed the completion of this building so that the amount of rents to be received from it will not be known until next May. It is, therefore, impossible at present to determine its value as an investment.

We find that in January, 1887, the company declared and paid a semi-annual dividend of five per cent., and in July, 1887, it declared and paid another semi-annual dividend of five per cent. on its capital stock, the amount of said dividends being $50,000 each.

A recapitulation of the fire and inland premiums in force and unearned, marked exhibit "B," and of the marine premiums marked exhibit "C," are annexed hereto.

Very respectfully submitted,

MICHAEL SHANNON, *Chief Examiner.*
JOHN A. HORAN.

EXHIBIT "A."

STATEMENT OF THE ASSETS AND LIABILITIES OF THE PHENIX INSURANCE COMPANY OF BROOKLYN, N. Y., ON DECEMBER 31, 1886.

ASSETS.	Market Value.
Real estate owned unincumbered	$1,079,787 53
Loans on bond and mortgage	294,900 00
Interest accrued on same	4,563 40
Stocks, bonds, etc., owned	2,605,188 50
Interest accrued on same	6,859 32
Premiums in due course of collection	597,963 55
Collateral loans	80,758 76
Interest accrued on same	293 70
Bills receivable, not matured, taken for premiums	138,407 55
Rents due and accrued	3,247 81
Cash in bank and office	495,135 83
Total value of all actual, available assets	$5,307,105 95

LIABILITIES.		
Unpaid fire losses	$317,022 15	
Unpaid inland losses	51,517 00	
Unpaid marine losses	226,388 95	
Total unpaid losses	$594,928 10	
Less re-insurance due and since collected	61,510 01	
Net amount of unpaid losses		$533,418 09
Unearned fire and inland premiums, as per "Exhibit B."		3,494,651 97
Unearned marine premiums, as per "Exhibit C"		349,568 40
Due for re-insurance premiums and miscellaneous expenses		27,427 42
Total amount of all liabilities except capital stock		$4,405,065 88
Capital stock paid-up in cash		1,000,000 00
Aggregate amount of all liabilities		$5,405,065 88
Impairment of capital stock		$97,959 93

Exhibit "B" shows the amount of fire and inland premiums in force December 31, 1886 and the amount thereof unearned. Exhibit "C" is a statement of marine premiums in force on December 31, 1886 and the amount thereof unearned.

Ives Wanted to Own the Equitable Life, Too.

The ambition of the lately collapsed Mr. Ives, the youthful Napoleon of finance, like that of his prototype knew no bounds. It seems that while in pursuit of the earth, he purposed to take in the Equitable Life by the way. The New York *Evening Post* says of this design.

Among the financial plans conceived, but not carried into execution, by the enterprising Mr. Ives, was one to buy a majority of the stock of the Equitable Life Assurance Society of the United States. Mr. Ives's general financial plan was to buy a majority of the shares of any company that had more money or securities in its treasury than the shares would cost, then help himself to the contents of the treasury, and with the proceeds buy a new road, provided the cash and convertible assets on hand were sufficient to warrant the outlay. Borrowing money on the shares after they were purchased, and issuing new shares upon occasion and borrowing more money on those, there was little difficulty in "financiering" one or two thousand miles of first class railroads into his hands, and ten or fifteen million dollars out of the pockets and vaults of men and institutions that are commonly supposed to know what they are about when they lend money on collateral security.

It may be worth while to repeat the leading facts in Mr. Ives' recent career. He bought a controlling interest in the Cincinnati, Hamilton and Dayton company, which had two millions in its treasury, helped himself to this, and then issued nearly five millions of preferred stock, which he hypothecated. With a part of the plunder found in the treasury he bought a controlling interest in the Terre Haute and Indianapolis Railroad, whose treasury he "went through" in like manner, taking $1,400,000 out of it for his own purposes. He gutted the Mineral Range Railroad in the same way, securing $450,000 cash by a purchase of $200,000, worth of stock. This new system of finance worked so smoothly that it is rather matter for surprise that the

"Baltimore and Ohio deal" did not go through. It probably would have gone through if Ives had not had too many irons in the fire. He had bought a lot of broken down narrow-gauge railroads in Ohio, upon which he intended to issue four or five times as many bonds as the property would bear upon its own merits, to be guaranteed by the Cincinnati, Hamilton and Dayton. This operation took more time than he had calculated for. Mr. Garrett grew impatient, Mr. Ives' creditors grew inquisitive, the money market grew tight, and the deal was declared "off." In the sequel Henry S. Ives & Co , made an assignment, and the end is not yet.

Now, what was to prevent Ives or anybody from acquiring a "controlling interest" in the Equitable Life, and thus getting his hands on the enormous assets of that great association? Nothing except the unwillingness of the present owners of its small capital stock to part with it. We do not understand that Ives ever made a proposition to the owners to buy it, but merely that his fertile genius conceived the project, and that he went so far as to lay it before a gentleman of means and character as a field of profitable adventure. Of course the owners of the Equitable's capital stock would not part with it. Being trustees, of a peculiarly sacred character, and administering a trust which they could not morally yield to others of less reputation and responsibility than themselves, they would refuse to consider the proposition at all. And yet the possibility that such an institution might, by the chances of death or otherwise, get into the hands of persons desiring to "exploit" the treasury and assets of the society, as Ives exploited those of the railroad companies that he got possession of, suggests that there is need of legislation to prevent such a misfortune under any circumstances.

Life Insurance Payments.

The following is the report of the life insurance companies of the United States, to THE WEEKLY UNDERWRITER of the death claims and endowments paid by them during the month of July, 1887.

COMPANIES.	Death Claims.	Endowments.	Total Payments.
Ætna Life	$106,415	$63,346	$169,761
American Life	5,000	.....	5,000
Brooklyn Life	4,360	.....	4,360
Connecticut General Life	4,075	6,422	10,497
Connecticut Mutual Life	218,297	41,193	259,490
Continental Life	.....	.....	.....
Covenant Mutual Life	.....	.....	.....
Equitable Life, Des Moines	3,000	.....	3,000
Equitable Life, New York	.....	.....	.....
Germania Life	31,675	8,121	39,796
Home Life	19,000	2,000	21,000
John Hancock Mutual Life	34,007	2,434	36,441
Manhattan Life	45,325	5,139	50,464
Maryland Life	.....	.....	.....
Massachusetts Mutual Life	46,980	12,670	59,650
Metropolitan Life	184,695	194	184,889
Michigan Mutual Life	8,813	2,532	11,345
Mutual Life, New York	533,433	101,757	635,190
*Mutual Life, Ky	8,245	5,000	13,245
Mutual Benefit Life	195,379	16,179	211,558
National Life U. S. A	20,650	.....	20,650
National Life, Vermont	27,000	1,725	28,725
New York Life	249,956	*a*	249,956
Northwestern Mutual Life	149,999	29,000	178,999
Pacific Mutual Life	2,970	7,613	10,583
Penn Mutual Life	43,860	.....	43,860
Phœnix Mutual Life	41,527	14,770	56,297
Provident Life and Trust, Philadelphia	33,455	14,447	47,902
Prudential Life	76,913	.....	76,913
State Mutual Life	41,300	9,335	50,635
Travelers	24,900	3,143	28,043
Union Central Life	8,472	.....	8,472
Union Mutual Life	30,200	7,304	37,504
United States Life	23,350	1,520	24,870
Vermont Life	.....	.....	.....
Washington Life	41,747	9,539	51,286
Totals	$2,264,998	$365,383	$2,630,381

* Formerly the Southern Mutual Life of Louisville.
a Endowment payment not given.

PAYMENTS SINCE ORGANIZATION.

The following table shows the total amount reported paid on death claims and endowments, from their organization to July 31, 1887, inclusive, by the life insurance companies whose monthly lists are printed in THE WEEKLY UNDERWRITER.

Date of Organization.	COMPANIES.	Death Claims.	Endowments.	Total Payments.
1850	Ætna Life	$25,248,538	$8,550,606	$33,799,144
1850	American Life	7,307,647	172,796	7,480,443
1864	Brooklyn Life	2,199,256	1,236,802	3,436,058
1865	Connecticut General Life	1,274,139	397,137	1,671,276
1846	Connecticut Mutual Life	54,864,256	8,946,776	63,811,032
1862	Continental Life	*b* 1,990,331	*b* 1,270,000	*b* 3,260,331
1853	Covenant Mutual Life	824,887	80,154	905,041
1867	Equitable Life, Des Moines	182,014	37,411	219,425
1859	Equitable Life, New York	*c* 47,380,288	*c* 5,206,324	*c* 52,586,612
1860	Germania Life	10,520,552	1,866,191	12,386,743
1860	Home Life	4,704,579	1,189,230	5,893,809
1862	†John Hancock Mutual Life	3,738,099	1,073,149	4,811,248
1850	Manhattan Life	14,106,456	1,356,591	15,463,047
1864	Maryland Life	946,052	67,281	1,013,333
1851	Massachusetts Mutual Life	7,745,847	1,422,851	9,168,698
1867	†Metropolitan Life	8,277,919	503,241	8,781,160
1867	Michigan Mutual Life	1,332,072	308,977	1,641,049
1843	Mutual Life, New York	83,838,500	27,947,644	111,786,144
1866	*Mutual Life, Ky	1,176,675	39,412	1,216,087
1845	Mutual Benefit Life	44,590,526	4,010,788	48,601,314
1868	National Life U. S. A	3,215,796	262,023	3,477,819
1850	National Life, Vermont	2,258,403	161,098	2,419,501
1845	New York Life	38,788,659	*a* 9,733,864	48,522,523
1857	Northwestern Mutual Life	15,085,123	5,688,932	20,774,055
1868	Pacific Mutual Life	1,680,872	546,969	2,227,841
1847	Penn Mutual Life	8,682,723	695,551	9,378,274
1851	Phœnix Mutual Life	12,402,708	2,252,366	14,655,074
1865	Prov. Life and Trust, Phila	3,683,942	893,938	4,577,880
1876	‡Prudential Life	2,371,359	.....	2,371,359
1845	State Mutual Life	2,662,384	497,009	3,159,393
1866	Travelers	3,135,464	515,231	3,650,695
1867	Union Central Life	1,546,679	132,103	1,678,782
1849	Union Mutual Life	9,035,140	3,677,475	12,712,615
1850	United States Life	6,459,744	842,903	7,302,647
1869	Vermont Life	*c* 109,865	*c* 18,137	*c* 128,002
1860	Washington Life	6,531,038	1,625,652	8,156,690
	Totals	$439,898,532	$93,226,612	$533,125,144

† Partially industrial insurance. ‡Wholly industrial insurance.
* Formerly the Southern Mutual Life of Louisville.
a Amount of Endowment payments to January 1, 1887.
b Amount of payments to May 31, 1887.
c Amount of payments to June 30, 1887.

Special Notices.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

Citizens Insurance Company,
OF PITTSBURGH, PA.
The Oldest and Largest Company in Pittsburgh.
Capital $500,000 00
W. G. JOHNSTON, President. WALTER MORRIS, Secretary

FRAZIER'S
Surveys and Confidential Grade Book Reports upon Special Hazard properties in the Philadelphia and New York Districts. Supplemented and revised constantly.

THE
Anglo-Nevada Assurance Corporation,
OF SAN FRANCISCO.
MILLS & FORD, - 33 PINE STREET, NEW YORK.
Cash Capital $2,000,000 00
Cash Assets January 1, 1887 2,249,508 16
Total Liabilities 215,952 30
Surplus as regards policy-holders 2,033,555 86

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital $400,000 00
Re-insurance and all Liabilities 1,495,418 04
Surplus 1,057,198 77
Total January 1, 1886 ..... $2,552,617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

Commercial Union Assurance Co.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

THE UNITED FIRE RE-INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

Penn Mutual Life Insurance Co.

OF PHILADELPHIA.

INCORPORATED IN 1847.

ASSETS, - - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

QUEEN

INSURANCE COMPANY.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over $1,400,000
Income over 2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.
A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS $2,301,859
Cash Capital 500,000
Reserve for Re-insurance, Unadjusted Losses and all Claims 1,748,984
Surplus 552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS—Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

SURETY ON BONDS.

American Surety Co.,

160 BROADWAY, NEW YORK.

CASH CAPITAL, $500,000.

RICHARD A. ELMER, President.

BONDSMEN SUPERSEDED.

Bonds Guaranteeing the honesty of Officers and Employes of Banks Railway Express and Telephone Companies, other Corporations and Business Houses.

This Company will act as Surety on Bonds required in the Courts.

RESIDENT TRUSTEES, NEW YORK.

WILLIAM A. WHEELOCK, C. L. TIFFANY,
JULIUS WADSWORTH, E. F. BROWNING,
WILLIAM B. LEONARD, J. W. PINCHOT,
JOHN J. KNOX, GEORGE F. VIETOR,
F. W. VANDERBILT, A. H. BARNEY,
CORNELIUS N. BLISS, L. W. WINCHESTER,
HENRY H. COOK, W. S. GURNEE,
WILLIAM B. KENDALL JAMES A. HAYDEN,
THOMAS C. PLATT, JOHN J. McCOOK,
WILLIAM DOWD, M. W. COOPER,
J. D. RIPLEY, RICHARD A. ELMER,
R. N. HAZARD, C. H. LUDDINGTON,
A. M. HOYT, H. D. LYMAN.

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.

(ORGANIZED IN 1850.)

261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. Sec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies at Home Office.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital $1,000,000 00
Outstanding Claims 93,252 32
Re-insurance Reserve 611,619 08
Net Surplus 424,870 54
Total Assets $2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.: Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445.320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493.94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

— $26,000,000 00 —

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. BOYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

IT is the old story over again at Baltimore. The city has grown, the fire department has not; the apparatus is disused or of an obsolete pattern and greatly subject to "accidents." These accidents almost always come at the time to do serious damage, and so Baltimore wakes up suddenly and finds itself unable to cope with a fire. Its mains are too small, its fire plugs too infrequent, its engines not powerful enough, its telegraph out of order, its firemen scattered. And the fire fiend refuses to wait for the repair of any one of these. What is true of Baltimore is true of nearly all if not all of our growing cities. They are constantly outgrowing the water supply and the fire department, and the municipal authorities as well as the rest of us are oblivious of it all until some day the lesson is burned sharply in on our consciousness by the destruction of property enough to pay for better protection. So year by year we go on paying for our carelessness and indifference. It is just as clear before the fire as after it that our water supply is insufficient, and our fire apparatus defective, and as sensible men we ought to be prepared beforehand. Will we ever get to that point where we shall prevent fires rather than pay for them?

THERE have been doubts expressed as to what the Phenix insurance company would do, and surprise at the promptness with which the directors voted to assess the stock to make up the impairment. We do not understand how there could be any question or any hesitation in the matter. If Mr. Maxwell, who by the grace of the governor of New York is superintendent of insurance, out of the fullness of either his knowledge or his ignorance says the Phenix is impaired, should the Phenix therefore give up a business which it has conducted successfully for thirty-five years? The question suggests its own answer. If there is any doubt about it then there is doubt as to the value of an established business. If the company needed two millions we cannot imagine that there would be any more doubt than there is now, and its stockholders would be foolish if they hesitated at all about the matter. Indeed, while they are about it they had better increase the capital to two or three millions. It is now too small for the business which the company is doing. A million of capital, none of which can be spent, will not carry five millions of premiums under the existing laws. If the examiners of the insurance department have made no mistakes, a half a million of dollars is not going to be enough to get the Phenix out of difficulties with the department, unless it materially reduces its business or has an extraordinary streak of luck.

WE miss, in the recently issued report of the Mutual Fire insurance company of New York, that effusive glorifying of itself which Armstrong was wont to impart to the pages of his reports, but the progress seems to have been as substantial as ever. The loss and expense rate is slowly creeping up, but its increase has been astonishingly small considering the general experience of the first six months of 1887. Our readers do not need to be told that we have a weakness for what is considered a fatal heresy in fire underwriting, namely, large lines. In the writing of large lines the Mutual Fire follows our own heretical notions. We do not know what its maximum line is, possibly it has no limit, but its loss record shows one line of $80,000 and one of $75,000, and its average is about $14,000, or was a year ago. This is not orthodox, and, in accordance with all the theories which govern the business should produce disaster. As a matter of fact for five years it has not produced disaster. We know that five years in fire underwriting do not demonstrate the correctness of any practice, but so far as it goes the heretics have the advantage. The history of the Mutual Fire insurance company so far asserts that large lines on selected and carefully inspected risks can be made profitable at the current rates. What its future history will show the future must answer.

THE address delivered before the American Bar Association at Saratoga last week, by Henry Jackson, we print in this issue, except that part devoted to the nature of the fire insurance policy as a contract of indemnity. That is already an understood fact with our readers, and so we proceed with the argument against valued policies. The causes which have produced this attempted legislation are not to us so clearly defined as they appear to be to Mr. Jackson. And yet his opportunities for studying the matter have been greater than ours, and we may admit all that he says about adjustments without reflecting upon underwriters. It is the unsatisfactory adjustments which make all the noise, and it may be that the public judge underwriters as the heathen judged Christianity by reading the police reports in a Christian community. Underwriters are not faultless, but as a rule they do pay more than the actual loss, and where they do not it is because there is a conscience behind the other party. We mean by this that in all cases of a contest in the courts or before arbitrators they are bound to pay more than the loss. There is much sound sense in Mr. Jackson's suggestion that the money now spent in adjusting, could most of it be better spent in inspection, leaving the adjustments in many cases to the agents. In fact there is a great deal of room, in our judgment, for reform in the agency service.

HAVE any of us really got hold of the true causes which produce valued policy laws? It is easy enough to say, and

in most cases it is true, that the motive which brings such laws before legislatures is disappointment at the settlement of some loss, and generally the loss of an unscrupulous or dishonest man. Worsted in an arbitration or before the courts, he goes to the legislature, satisfied that there he can at least make trouble. But it will not do to confound the introduction of bills with their subsequent support. It would be easy enough to combat the vicious and dishonest, but the difficulty is to get into the understanding of the honest members of legislatures two things which are of the essence of insurance. The first of these is the nature of the fire insurance contract, and the second is the equally important fact that any departure from correct methods which increases the cost of insurance does so at the expense of the insured. "I am insured," says the honest but misguided legislator, "for one thousand dollars. If my house burns why should I not get the thousand dollars, regardless of the actual value of the property?" The answer to that is, because, unless your property is worth a thousand dollars you would profit by what is really a common calamity and loss, and in a case where you would have the power at any time to cause that loss, to your profit. "But I have paid for it," you say. That is not true, and never will be true so long as rates of insurance are based upon actual losses. The mass of insurers pay losses, and the companies are only collecting and disbursing agents. The rates fixed are such as coincide with the experience of losses, and the proportion of total losses as compared with the whole is a very small one. If you increase the proportion of total losses you necessarily increase the premium needed to meet them. A valued policy would be of no use even to the dishonest if it did not increase total losses, and in so far as it does increase them—that is, so far as it operates—it does so that the loser may get more than he loses, at the expense of the others who pay the loss. It seems to us that the way to combat valued policy legislation is to make clearer, if that is possible, the nature of the contract of fire insurance, and to put before the public the fact that any interference with its entire freedom costs money.

We do not doubt that a careful examination of all the fire insurance companies of New York, would disclose other weaknesses than those found in the companies already examined. We do not doubt that the list of those which have retired from business this year will be added to at the close of the year, and probably before that time. We do not doubt that of those remaining the number that can count up a profit at the close of 1887 will be in the minority. We do not believe that any underwriter will dispute one of these propositions, nor the further one that the present condition of things cannot long continue without greatly reducing the number of companies competing for business and materially weakening those that remain. What are underwriters going to do about it? The conditions are understood, but the remedy is not forthcoming. Combinations have been tried, and they have fallen to pieces with their own weight or have been sat upon by legislatures. It may be put down as a settled fact that any combination among underwriters which is successful in maintaining rates will be, in the present temper of the public mind, prohibited by law. Whether such law will be stronger than the companies is another matter, but we do not think the underwriters desire to try that question. If combinations will not do and open competition results in a losing business, what is to be done? It looks very much as though underwriters would have to make believe that they understand their business and act accordingly. It is not a very interesting prelude to such a performance that they have been treating us to for the past year in New York and Boston, and it will be difficult to sustain the role of wisdom and knowledge and understanding in the face of the wild stampede which followed the break-up of the Metropolitan Association, or in face of the fact that while agencies in Boston were trying to keep up rates on Boston risks, their principals were writing the same risks at a lower rate in New York. On the whole, in view of past experiences is it not really the best thing possible to abandon all tariffs and tariff associations, and let each company go on its own way to ruin or to success, according to the measure of knowledge and ability its management possesses. That way used to work, and it will hardly be contended that we know any less of hazards than our fathers knew.

We are bound in honor to give our readers the facts that militate against our theory as well as those that make for it, and the Fire Association of New York closes its first year with a loss of one hundred thousand dollars. This company was organized as a follower of the Mutual Fire, and has proved a bad second. It professed to write lines of twenty-thousand dollars where it could get them, and has lost half its capital in the attempt. Well, that is another hundred thousand dollars to the credit of that long suffering public which legislators try to protect. And this time they got it. It was not an extravagant expense account but real, downright bad underwriting—eighty-three per cent. of the premiums having gone in losses besides the unearned premiums. It is said that the company will pay up and try again. All right, gentlemen, if you enjoy amateur underwriting, do it, but if you want to see your money back again let us suggest that underwriting is a business and not a pastime. Any native American can run a newspaper or a hotel, but not an insurance company. It is not every underwriter who can do that last. There is an additional comfort in the hard luck of the Fire Association. Its stockholders are nearly, if not quite all among the class of business men who pay heavy premiums and who do more or less kicking at insurance rates. They started in to break down the monopoly which was crushing them. The enormous fire insurance profits were no longer to go to bloated stockholders, but back into the pockets of the premium payers. The assured were to participate in the profits. Well, they are participating and we hope that they like it. They are, as we predicted they would be, in the condition of the man who was kicked by a mule, "not so handsome, but wiser." They have hit our pet heresy a hard blow, and for that we owe them one, but we are not committed to the belief that "jumbo" lines will redeem a bad business. About the Fire Association, we should say that the smaller lines it writes the less the stockholders will lose.

The Connecticut insurance department has completed in part the examination of the Continental Life and has so far found all the assets as reported. The next matter will be an investigation of the value of the assets. This will require some time and will necessitate a trip to the West to examine and appraise the real estate properties.

Facts and Opinions.

WE must caution New York underwriters against loading up their books with stocks of fur trimmings. The fashions have changed and there are large stocks of this class of goods in New York that are without a market. The inference is that some holders may take a fancy to dispose of their wares to the insurance companies. In all cases a careful revision of such lines at the earliest moment is suggested.

THE disturbance in the affairs of the Phenix of Brooklyn, was settled and serenity restored by a meeting of the board of directors on Tuesday, when the board was re-organized, a new vice-president elected and a call issued to the stockholders providing for an assessment which will make good the technical impairment of the company's capital as reported by the state examiners. It was also decided to withdraw from the unprofitable ocean marine business. The following report to the stockholders, prepared by the committee of five appointed at a previous meeting, was received and adopted by the board :

To the Stockholders of the Phenix Insurance Company:

In the month of March last an examination was instituted by the insurance department of this state, into the affairs and business of the Phenix insurance company; and the superintendent has made his report, showing that on June 30 last, the capital of the company was impaired $436,562.08. At a meeting of the board of directors, held at the office of the company on August 13, it was voted unanimously to call upon the stockholders to make up the impairment referred to above, in accordance with the requisition of the superintendent of the insurance department, and the undersigned were appointed a committee to take charge of the matter and issue to the stockholders a statement giving the reasons which induced the board to take that action.

Up to the present time the business of the company has included three branches, fire, marine and inland. In the ten years ending December 31, 1886, the company received in net premiums on fire risks the sum of $22,490,970.30, and paid out in the same time on fire losses $10,916,167.36, showing a surplus of receipts over such disburements of $11,574,802.94. In the marine department in the same time, the company received in net premiums $7,779,869, and disbursed for losses $7,100,335.41, leaving only the sum of $679,532.92 out of which to pay the expenses of the business during that time which are properly chargeable to that department. It is estimated that those expenses would reasonably amount to $1,400,376.47, showing a net loss in the marine business during those ten years of $720,842.55.

Inasmuch as the business of fire insurance as carried on by the company all through its history has been exceedingly profitable, and the company has lost money in its marine department, the board proposes to confine the business of the company hereafter to the fire and inland business. The committee would also state that changes in the board of directors have already been made, and parties representing interests not heretofore represented in the board have been made members thereof; and your committee believe that the board, as organized at present, fairly represents the interests of all the stockholders of the company, and, with these changes, the committee have no hesitation in recommending to the stockholders that they promptly pay into the treasury of the company the amount necessary to make up the impairment of the capital as found by the report of the insurance superintendent. Already assurances have been received from many of the largest shareholders heartily advising the action taken by the board, and expressing their assent to the case now made; and the committee are assured that whatever is not paid in by the stockholders will be promptly subscribed for by responsible parties not heretofore connected with the company.

In accordance with the terms of the charter of the company and the law under which it is organized, in case any stockholder refuses for any reason to respond to the call made by the board of directors pursuant to the requisition of the insurance department, the value of the stock in the hands of any such stockholder will be reduced to the amount fixed by the department as the assets of the company on June 30 last, determined.

As the time is limited in the requisition of the department, it is absolutely necessary for the committee to know, on or before October 1, whether all the stockholders elect to pay the amount of the call now made or to have their stock reduced to its value as of June 30 last, and we enclose herewith a blank for signature, requesting you to reply to the office at your earliest convenience; and it will be understood that in case any stockholder does not elect to pay the assessment on or before October 1, the committee will be authorized to offer stock equal to the unpaid call to other parties.

The resignation of William R. Crowell, as vice-president was presented and George H. Sheldon was elected to fill the vacancy. The following changes were made in the board: Austin Corbin, H. W. Maxwell, E. F. Knowlton and W. B. Kendall were elected in place of Oliver Hoyt, deceased, and Edgar W. Crowell, William R. Crowell and Samuel Y. Tupper, (of Charleston, S. C.,) resigned. The new directors are financially strong men and there is no question of the raising of the required funds. In the meantime the business of the company continues without impairment, its regular agency machinery running as usual and its enormous agency force standing loyally by the company.

THE annual meeting of the shareholders of the Royal Insurance Company, took place at Liverpool, August 5, with Mr. Brocklebank in the chair. The directors reported the fire premiums for the year 1886 at £955,039 and the net losses at £533,322. These amounts showed a decrease for the year of £11,067 in premiums and £18,953 in losses. Deducting agents' commissions and all management expenses, the net profit on the fire business amounted to £120,123. The funds of the company, after providing for the payment of dividends stood at £5,672,040, which included the fire fund of £550,000 and the conflagration fund of £200,000. The chairman in his address made the following observations relative to the company's fire business :

I am happy to say that the company has prospered throughout the year. We have had a greater share of prosperity than we have had for several years back, and I am glad to come before the shareholders with a thoroughly good report and balance sheet. It is true that there has been rather a decrease in fire premiums, but it does not amount to very much. At the same time, there has been a very large decrease in the losses which does a great deal more than counterbalance the loss in the fire premiums. * * The fact is that competition in the business gets every year more fierce, offices find it increasingly difficult to secure a good paying business, and to obtain it they offer higher and higher commissions. Certainly as that business, to a great extent, will be attracted by commission we have to follow the course of keeping up all the connections we have, and so the struggle goes on. This competition, gentlemen, I may say, as I have already observed, is fiercer and fiercer every year. We have competition on all sides. We have competition, you will find, from new offices which desire, and are very anxious to get hold of such business as they possibly can, and they endeavor to take it from us, and to rob us of it by giving increased commissions. This, gentlemen, we have to struggle against, and you may be certain that we shall not struggle in vain. But it cannot be wondered that there is a constant struggle. Few businesses in late years have given such a steady profit as that of a well-managed insurance company. Therefore, we must look for keen competition so long as we have such a margin of profit as we are able to show this year, and somehow year by year we manage to make a fair show, and your directors and shareholders will doubtless congratulate themselves.

The prospect of business for the first six months of this year, I am sorry to say, has not been so good as it was last year. In fact the outlook is certainly not so satisfactory as it was in 1886. This arises from different causes, but one of the chief causes is the numerous fires caused by the excessive heat which has occurred, not only in this country but likewise in the United States, where a large portion of our business is carried on In such a season fires are usually both numerous and severe, and this year has been no exception to the general rule. So far as the Royal is concerned, we may be said to have been fairly fortunate, In one or two large fires we have had a full share of the losses, but on the whole I am glad to say we have make some profit.

The Royal has begun a superannuation fund by setting aside £25,000 "for the benefit of deserving officers who have been long in the service of the company and have become incapacitated."

AN examination of the condition of the Fire Association of New York, made by the examiners of the New York state insurance department, Messrs. Shannon and Horan, has

revealed an impairment of the company's capital stock of $99,058.86. The examiners say in their report, under date of August 17:

Our examination was made as of July 31, 1887. This company was organized and commenced business in June, 1886, with a capital stock of two hundred thousand ($200,000) dollars paid up in cash. A special feature of its business has been the writing of large lines on risks which have been carefully inspected. From the commencement of business in 1886, to July 31, 1887, it received in premiums $235,032.13, while its losses, paid and unpaid, amounted to $194,453.12, and its expenses paid amount to $46,271.34. This shows a loss ratio of nearly eighty-three (83) per cent., the effect of which has been to impair its capital. The financial condition of the company is shown in Exhibit "A," annexed hereto, from which it appears that on July 31, 1887, its assets amounted to $283,927.84 and its liabilities were $382,986.70, and that on said date its capital stock was impaired in the amount of $99,058.86.

The superintendent of insurance having made a demand on the company that its capital be made good, at a meeting of the board of directors of the company, held on Wednesday, resolutions were passed calling upon the stockholders to pay in, before October 1, a sum equal to fifty per cent. of the par value of the stock respectively held by them. The company has been in existence but little over a year, having been started to do business on the plan of the Mutual Fire, of writing large lines which are specially selected and carefully inspected. The experience of the company has been unfortunate as it has been caught in many of the unusually large fires which have abounded since the beginning of this year. The expense ratio has been low; 19.3 per cent. of premiums, but the loss ratio, eighty-three per cent., has swamped it. The directors have no doubt that the assessment on the stockholders will be promptly paid, as they are all prominent business men.

At Lafayette, Ind., Elizabeth Doudican has brought a suit to compel the Equitable Life to pay $1,000, on an insurance contract that was never completed. The facts are reported to be as follows: A solicitor for the company, who was a woman, agreed with the husband of the plaintiff that if he would make application for a policy for $1,000, on his life she would allow him thirty days in which to make the payment. Doudican assented, was examined and his application duly forwarded. A policy was made out and mailed to the agent, Miss Jackson, but before she delivered it, and before the expiration of the thirty days, Doudican died. When the thirty days ended Mrs. Doudican tendered the agent the amount of the first premium, but the latter refused to receive it on the ground that as the policy had not been delivered, it was void. Now comes the plaintiff demanding that the defendant be required to produce the policy in court, and that upon payment of the amount of the first premium she be given judgment for $1,000.

A new fire insurance company started in England is the Ecclesiastical Buildings Fire Office, with a capital of $5,000,000. Its avowed objects are to carry on the business of a fire and general insurance company in all its branches and to contribute to the funds of any institutions, associations, charities, funds or objects founded or administered for the benefit of the clergy of the church of England. The archdeacons of Westminster, Durham and Gloucester, Earl Beauchamp and Canon Blackley have been induced to head this enterprise.

At the annual review of the New York fire department next month, the flags provided by the insurance companies and others under the auspices of the New York *Herald*, will be presented to the department. The board of aldermen, at the request of the donors, has invited Mrs. Grover Cleveland to make the presentation, and has appointed a committee headed by Mayor Hewitt, to have special charge of the affair. The following is a description of the flags:

The flags are two in number. One is a United States flag, six and one-half feet long and five and one-half feet wide, made of the finest imported flag-silk, hand-sewed. The department flag is of the same size, and is made of a single piece of heavy white silk of great richness and beauty. It is surrounded by a border of embroidered floriture, fourteen inches deep, the points of the floriation studded with real pearls. In the centre is the main device, a Maltese cross. On the arms of the cross are the letters "F. D., N. Y.," a fire ladder, hook and other emblems of the service. In a disk in the centre of the cross are two fire-trumpets crossed. Below the shield two wreaths of palm-leaves, tied by a ribbon at the stems, flaro out on either side. The cost of the two flags was about $1,700.

Commenting on the ocean marine losses of the Phenix of Brooklyn and the unprofitable character of that branch of the insurance business, the New York *Journal of Commerce* says:

It is a matter of lament among domestic underwriters that the hot competition for American business has to such a large extent driven American capital from the field—at least in part—thus leaving us at the mercy of foreigners in case of a foreign war. At the same time current rates have been cut to an extent which leaves even the remaining American companies such small inducements. In fact, as we understand it, rates are often made which the principal American companies refuse to accept at all, preferring to lose the business than to do it at less than cost. It appears, therefore, to be the judgment of our ablest domestic marine underwriters that the matter with the business as a whole is not bad management, but excessive foreign competition and low current rates in consequence of such competition.

The directors of the Fire Insurance Association of London, have made a call on the shareholders of ten shillings per share, by the advice of the new manager, Mr. David Lawrie, The London *Commercial World* says:

We think the shareholders will act wisely in responding heartily to the call. That is the only way by which they can give Mr. Lawrie a chance. Ten shillings per share should realize an additional paid-up capital of £50,000, and that sum at the present juncture, with good management, may be the making of the company. It is not a case of throwing good money after bad, but rather of properly using available strength in order to place the company's business on a solid and profitable foundation.

The St. Paul *Globe* says that Minnesota state officials are investigating the Order of the Iron Hall, which has a number of branches in St. Paul, and a large membership, and so far the results are not satisfactory. The concern is doing business in the state without a license from the insurance department. Complaints are also made in Missouri that the order is doing business there without complying with the law.

The National Medical Aid Company "to grant insurance as provision for payment of medical attendance incurred through sickness or accident, and to carry on any other business which may at any time hereafter be carried on by an assurance, deposit and loan company, life assurance excepted," has been registed in London.

Two boys of East Boston, Mass., Charles Moore, aged sixteen and George O'Keefe, aged thirteen years, were arrested on Saturday last, for setting fire to Young's spar and lumber yard, which resulted in a loss of $5,000. The excuse of the boys was that they liked to see the fire engines work.

The Kaw Life Association of Missouri, co-operative, has been turned out of Kansas by the insurance department after an examination of its condition had been made. The

superintendent was satisfied that the association is unsound and guilty of fraudulent practices.

THE select committee of the British house of commons upon the Rev. Mr. Blackley's national compulsory life insurance scheme, which its author has been agitating for ten years past, will report strongly against it, and this will doubtless finally dispose of it.

A REPORT was started by a Brooklyn paper on Sunday, that four local companies, the Lafayette, Long Island, Mechanics Fire and Montauk, were about to consolidate. The officers of each of these institutions say that there is not a word of truth in it.

THE comptroller-general of Georgia has debarred the Home Provident Safety Fund Association of New York from doing further business in Georgia, for failure to make a semi-annual return of its business, as required by law.

AMONG the authentic street reports of the week was one that the Liberty insurance company, managed by Weed & Kennedy, made an offer to buy the Phenix of Brooklyn outright.

THE *Pall Mall Gazette* advises Whitely to put in lots of sprinklers in his establishment and thus have no more fires.

Personals.

AGENCY APPOINTMENTS.

American of Newark, N. J.: Arthur Anthony, Fall River, Mass.

Glens Falls: N. W. Norcross & Co., Lowell, Mass.

Girard Fire and Marine of Philadelphia: W. H. P. Gilmore, Turners' Falls, Mass.; Arthur Anthony, Fall River, Mass.; Hiram Van Campen, New Bedford, Mass.; Jacob M. Taylor, Worcester, Mass.

Howard of New York: Albert P. Casey, Springfield, Mass.

North British and Mercantile: E. M. Phillips & Son, Southbridge, Mass.

Mr. James Yereance, late assistant manager of the London and Lancashire, at its New York branch office, and now president of the Alliance of New York, has received, suitably engrossed, a copy of the resolutions adopted by the directors of the former company, in which, in accepting his resignation they "place on record their high appreciation of the zeal and devotion to the company's interests which have characterized that gentleman's administration of its affairs during the eight years of his connection with the London and Lancashire, and to express their heartiest wishes for his prosperity and success in the important position to which he has been elected."

Mr. Frank E. Sweetser was elected president of the Washington Fire and Marine insurance company of Boston, at a meeting of the board of directors on Monday last, to fill the vacancy caused by the death of his father, Mr. Isaac Sweetser. Mr. Frank Sweetser has been connected with the company for seventeen years, and was elected vice-president on May 3, 1880.

Mr. Frank W. Libby, who has been in the fire insurance business in Portland, Me., for the past twenty-two years died August 18, at his summer residence at Pine Point. The Portland Board of Fire Underwriters met the following day and passed resolutions of eulogy and regret.

Mr. John L. Bacon president of the Virginia State Fire insurance company of Richmond, since its organization in 1865, died at Richmond on Monday aged seventy-six years. Mr. Bacon was also president of the State Bank of Virginia many years.

Mr. Joseph W. Balch of the Boylston Fire and Marine, now vice-president of the Boston Board of Marine Underwriters will at the next meeting of the board be elected president, vice Isaac Sweetser, deceased.

Mr. William Bell, chief clerk in the United Fire Re-insurance of Manchester, England, for the past three years, has been promoted to the position of superintendent of that company.

Miss May Iverson has been appointed by the Northwestern Mutual Life to succeed her father the late J. F. Iverson. as the Columbus, Ga., agent of the company.

Insurance Legislation.

New Hampshire.

CONCORD, August 26—The committee on insurance has reported inexpedient to legislate on the bill "relating to fire insurance and insurance commissions." A minority report that it ought to pass was made and the two reports with the bill were ordered printed.

The senate bill to incorporate the Portsmouth Fire Association was referred to the house committee on insurance. The senate has passed the bill relating to dividends of mutual fire insurance companies and the bill to incorporate the Manchester City Fire insurance company.

Georgia.

ATLANTA, August 25—The following is the full text of the bill to prohibit the transfer of suits by insurance corporations, from state to federal courts, which has passed the house unanimously:

A Bill to be entitled an act to revoke and rescind the license of any foreign corporation licensed to transact business in this state when said foreign corporation shall remove or cause to be removed any suit by or against said foreign corporation from the state courts to a United States court, except as herein provided, and for other purposes.

SECTION 1. Be it enacted by the general assembly of Georgia, that if any foreign corporation licensed to transact business in this state shall remove or cause to be removed out of any court of this state any suit by, or against said foreign corporation to, or into a United States court other than the supreme court of the United States on writ of error to a decision of the supreme court of this state, it shall be the imperative duty of the comptroller-general or other proper officer of this state to revoke, recall, annul and rescind any license or authority given said foreign corporation to do business in this state.

SEC. 2. Be it further enacted, that after the grant of any order of removal of a suit from the state court to a United States court on the motion or application of any foreign corporation so licensed, and the revocation and rescission of said license it shall not be lawful to renew said license or issue a new license to such company for three years after such revocation. And if such company after such revocation of license and within three years shall do or transact any business in this state, it shall be liable to all the penalties now or hereafter prescribed for doing business without a license.

SEC. 3. Be it further enacted, that all laws in conflict be and the same are hereby repealed.

Miscellany.

Valued Policy Legislation—Its Causes and Effects—An Address Before the American Bar Association.

The Hon. Henry Jackson of Georgia has favored us with a copy of his paper on valued policy legislation, which was prepared at the request of the American Bar Association and read before that body at its annual meeting at Saratoga, N. Y., last week. The title of Mr. Jackson's paper is "Indemnity the Essence of Insurance," and it begins with a statement of what the insurance contract is, which is that it is purely a contract of indemnity. This leads to a discussion of the legislation which has been introduced in the states of the United States qualifying the indemnity principle and

from this point we will oblige our readers by reprinting the remainder of Mr. Jackson's paper:

What has given birth to this extreme legislative tendency? Why does it seem to be impossible to convince the reasons of honest, intelligent, and reflecting men, on this subject, by arguments which are simply overwhelming? Deduction and induction, cold logic and bitter experience, have been brought to bear with signal ability, but, in certain states, all to no purpose! As a lawyer representing many of the companies doing business in the south, I have followed the discussion of this question, as published in the insurance periodicals, and I must say that the masterly presentation of the argument against valued policy laws, has been my admiration, and is now my despair, for it leaves me but little to say, without trespassing upon a field already occupied. I have therefore attempted to consider the important questions involved from a professional point of view. Upon this branch of the discussion, however, to wit: the consideration of the matter from a legislative standpoint, it will be necessary for me briefly to touch upon ground already covered by writers much better equipped for the work than I can ever hope to be.

I shall treat this division of my subject as follows:

(1) The causes which have led to the valued policy legislation.

(2) Such legislation is opposed to what has been considered to be public policy.

(3) The flagrant injustice which will necessarily result to insurance companies endeavoring to carry on a legitimate business.

(4) The evils which will result to the general public.

(1) A distinguished citizen of the state to which I have the honor to belong, General Robert Toombs, once said, in discussing the exemption from taxation which had been granted to certain railroad companies in the early history of Georgia, that if he could be incorporated, he would be supremely happy, because he would then become a favored child of the commonwealth, enjoying all of the blessings of good government, whilst he would be relieved of all its burdens. In this observation, he believed that he was addressing the prevailing public sentiment, and he was correct. Such a sentiment would not have been generally entertained, without a cause. Where was the cause? In this country, there have been constantly at work, on parallel lines, for many years, two opposing forces. On the one hand, the arbitrary power of accumulated capital; on the other, the ever increasing force of a free people, daily becoming more intelligent, and more determined to reserve to themselves every right and power to which they are entitled by virtue of the institutions under which they live. The energy and friction of the irrepressible conflict occasionally begets extreme and unwarrantable action from first the one, and then the other. Capital is grasping! As was observed by Senator Sprague of Rhode Island (I quote from memory): "There is but one influence more grasping, unyielding and cruel than one million of dollars, and that is two millions," and whilst the remark is extreme, still, it again presents the general sentiment.

The growth of the jurisdiction of the United States courts, which has been constant from the close of the late war to the act of congress of March 3, 1887, has been regarded by the great mass of the people, as the strengthening and enlarging of tribunals especially designed for the protection of capital in its onward march to arbitrary power. Concentrated capital comes in direct contact with the masses principally through corporations, and corporations can only act through subordinate agents. In the transaction of the business of banks, of railroads and insurance companies, the number of these agents, from the president to the office boy, is very great, and no matter what care may be exercised in their selection, many are not adapted to the positions they are expected to fill. It is a noticeable fact, that but few men can withstand the insidious operation of that feeling of power which results from the representation of hundreds of thousands, and millions of dollars. Even public office which in this country is dependent upon the will of the people, has often the effect of making the humble arrogant. This idea has been embodied by the great dramatic writer in the soliloquy of Hamlet, as the "insolence of office." How much more so private office, which is dependent upon the will of one or more employers! One officer or agent in a community, where possibly a hundred are employed, who evinces in any way the "insolence of office," will often prejudice the entire voting population against, not only his own company, but the entire class of business with which he is connected, and, in a measure, against all corporations. Where is the man of comfortable or straitened circumstances, of moderate or humble position, who has not been made to feel this oppression? Of course, the same may be said of representatives of partnerships or of individuals, but the ill effects produced in those cases are modified or destroyed by the personal force of the principal or principals; whilst the officer of a corporation has a principal, yet it is, to the ordinary public, only an abstraction which alone has a personality in an agent.

It will be further observed that the prejudice against corporations generally, and insurance companies in particular, exists principally in small cities and towns, and in the rural districts. The business of insurance in such sections, *where it produces friction*, is, as a general rule, transacted by strangers to the people. Whilst the soliciting agent, on the one hand, is usually selected with a view to his personal popularity, and the confidence the community has in him, and his compensation made dependent upon the amount of business he obtains; the adjuster, on the other, is a stranger to the assured, and his salary or per diem may, in some instances, be affected in the proportion that he secures salvage. I do not mean to intimate that the compensation of adjusters is regularly, or even generally, fixed by the amount of salvage they make; but that one who effects close settlements is always in demand with some companies, and can, within certain limitations, name his own per diem or salary.

"One swallow does not make a summer," but one overreaching, or domineering adjuster, will arouse the indignation of an entire state. These gentlemen are, as a rule, just and liberal, respectful and urbane; but occasionally, I have observed one who would provoke the wrath of Job, and the presence of this one would prove sufficient to induce all the hostile legislation which I am discussing.

It is useless to reply that this result is unjust and oppressive to the companies! The fact remains, and is incontrovertible. Imperative instructions from the principals to be fair and liberal, the small percentage of contested claims, etc., constitute no satisfactory response. The public may be unreasonable, but as legislation depends at last upon the views of the voters, their prejudices must be removed, if possible, though based upon no just or tenable foundation.

Again, whilst those in charge of the interests of the respective corporations at the home offices, may earnestly desire to deal with the assured in a manner which shall be above all criticism, yet the methods adopted in the distribution of labor and the provision for compensation may have a tendency to prevent this result. The United States and Canada are divided by some of the companies, for the convenience and order of business, into large geographical sections, and over each is placed a manager or general agent. The incomes of these gentlemen depend upon the terms of the various contracts under which they are engaged. Probably most, if not all, provide compensation by a fixed percentage upon the business done, and upon the net profits made in each territorial division. Some stipulate that the expense of the business shall be defrayed by the officer in charge.

The local agents are selected by the heads of the departments, who are naturally governed by the volume of business which it is supposed the appointees will control. Generally, the adjusters are also selected by the same authorities—and if not by them, they would ordinarily exercise a potent influence in the matter of appointments. The compensation of the local agent is made to depend upon the premiums he collects, usually fifteen per cent. thereof. Now, we will for a moment consider the case of a company which has provided for the compensation of the manager or general agent of one of its departments, by allowing him a percentage on the premiums received, and on the net profits, but requiring that he shall meet the expense of the business out of his income, affording him the privilege of adjusting himself, or of employing such persons as he may deem proper. Where could there be found a more flagrant departure from that principle of the Lord's prayer, which says:

"Lead us not into Temptation."

If, as has been so often urged, the tendency of the valued policy law is to lead the insured into temptation, how much more so the method of transacting business now being discussed! The general agent and the local agent are both directly interested in the volume of business done, which depends largely upon the value attached to each risk. The former is also directly interested in cutting down the losses

to the *minimum*. The adjuster is indirectly affected by the amount of salvage he makes. Unless manager, local agent and adjuster occupy a plane so high that they live in an atmosphere far above the temptations to which the average human being is subject, one or the other will occasionally fall, and at each successive fall, public indignation is aroused, and severe legislation demanded. Whilst an excessive loss in one state, by one company, might not seriously curtail the profits to the stockholders on all the business transacted throughout the entire country, yet it might affect most disastrously the income of the general agent in whose territory it occurred. If the companies demand that the insured shall be kept out of temptation, is it too much for the public to ask that the same principle be applied to the agencies through which they issue their policies and adjust their losses? As a rule, managers and general agents are prone to be liberal, but again there is the inevitable and irrepressible exception, and unfortunately, whether with or without reason, the methods of the latter give shape to public sentiment.

But it will doubtless be said that the rules upon which the companies compensate manager, agent and adjuster, are identical with those that prevail in other businesses; that the self-interest of the employe is invoked by giving him conditional compensation, in order to secure the most effective work; that the assured should not be regarded as imbecile, but as competent in every way to protect himself, etc. This may be all true in the abstract, but if not considered properly applicable to the insurance business by an unreasonable public, which wields the legislative power, what course would wisdom dictate? Unquestionably, reform in the business methods!

What statesman, or political economist, forty, or even thirty, years ago, foresaw the establishment of the railroad commission, state and national? Would not the leaders of thought in this country have promptly replied to the proposition, that the law of supply and demand, free competition, would regulate freights, etc, and protect the people? And yet the commissions, whether wisely or unwisely, have been established by law! Next to railroad companies, in the universality and intimacy of their relations with the public, we have insurance companies, and whilst in the nature of their franchises, they differ in many respects from the former, yet there is analogy sufficient to apprehend that the causes which led to the hostile legislation against the one may invoke it against the other.

Naturally, the question presents itself, how are insurance companies successfully to conduct business except in the methods now pursued by them? Whilst the response may not properly fall within the purview of this paper, I will venture to make one or two suggestions, which result from observations in the settlement and defense of cases brought against them. First, invest a considerable portion of the large sums now annually expended for adjustment, in active, constant and rigid

Inspection of Risks,

not more with a view to the moral and physical hazard, than to the amounts to be carried. Whenever, without serious detriment, the local agent can adjust and pay a loss, intrust the settlement to him. It is true that the number of disputed claims is insignificant as compared to those paid without question, but one controversy will embitter an entire section, should the assured have the respect and confidence of his neighbors. If to the number of controverted claims are added those in which the settlements have not been perfectly satisfactory, the percentage would be increased. Companies labor under a great delusion when they assume, that because they have taken up the policies of the assured by prompt payment, the settlement is satisfactory. If an attempt, though unsuccessful, has been made to reduce the loss below the amount paid, the assured, in a vast majority of cases, becomes intensely prejudiced to the entire business. He can never comprehend why, if his friend the local agent is qualified to make the contract, he is not also competent to conclude the settlement. Observation will demonstrate that an overwhelming proportion of the controverted claims result from the inefficiency of local agents, and the beneficial effects of careful work done in their selection and education, will immediately be felt in every department of the business. Companies may not secure such close settlements, but a great stride will have been made towards the conciliation of that spirit of active hostility now manifested by the legislator and the juryman. Let the local agent promptly pay every loss which an ordinary intelligent person would be competent to fairly estimate, and let no person be appointed local agent who is not ordinarily intelligent.

Again, let the agent or adjuster who determines the amount to be paid, be liberal in estimating values. To most insurable property, two values may be said to attach, the one such as would be placed thereon by the average citizen, the other such as would result from the close calculation of the cost of every element which is included in the property covered. Where is the man who has erected a house within the estimate of the architect? Where is the man who has constructed exactly at the sum named by the contractor? If the premium at the inception of the contract, which enters the treasury of the company, is based upon the value to which allusion is first made, why should not the estimate by which money is taken out of the treasury of the company, be fixed by the same standard? The honest property owner procures insurance from his friend and neighbor, the local agent, to the amount which he has always regarded as the value of his house. A loss ensues, and a stranger, full of figures and fractions and rules, takes the place of the friendly agent for the purposes of adjustment, and he applies an entirely different rule of estimating from that adopted when the premium was paid. No matter that such is the letter of the contract, public sentiment will never sanction its rigid enforcement! Courts may instruct juries in the most imperative manner, but the verdicts rendered always evince that even among men consecrated to the discharge of a public service, the prevailing sentiment overrides even the sanctity of an oath.

Another cause of this hostile legislation is, that the enormous surpluses and reserves held by the successful insurance companies, after payment of large dividends on the original stock, are attributed by the general public, not only to high rates, but more especially to the fact that the settlements of fire losses demonstrate that in a large percentage of cases, the corporations are, day after day, year after year, receiving premiums on values, which, in case of fire, will be shown to have had no existence. It is useless to respond that the owner knows better than anyone the value of his property, and the amount that ought to be carried! If a fire takes place, the adjuster will, much more readily than the owner, put a value thereon. Therefore the conclusion is reached that these corporations are annually storing away, or distributing among the stockholders, money for which they gave no consideration whatever. It is useless to point to the Chicago and Boston fires, to the immense percentage which expenses and losses have consumed of premiums, etc.; the fact remains, that the companies habitually receive premiums based upon valuations, which they will repudiate if fires ensue. "The mischief," says the legislator, "is manifest; where is the remedy?" The valued policy law is the response.

So much for the causes which have led to this hostile legislation! That the evils complained of do not justify the remedy proposed, I will now attempt to show.

Opposed to Public Policy.

(2) The great curse of the world is too much government! The spirit of our institutions has always been ineradicably opposed to what is known as "paternal government." If man has reached that condition of enlightenment and civilization, which capacitates him for self-government, it may be laid down as a fundamental proposition, that the less the law making power has to do with controlling him in his business methods, the better. Protect his life, his liberty, and his property, educate him sufficiently for ordinary purposes, strengthen the family ties by the sanction of law, guard his right to participate in the government, and to worship his God as his conscience may dictate, and launch him for weal or for woe! This I believe to be the true theory of our republican institutions, and all legislation which tends to restrict his free action seems to me contrary to public policy. If a citizen, competent to manage his own business interests, is willing to contract with an insurance company for an open policy upon his property, why should he not be permitted to do so? Why should the advocates of the valued policy compel their fellow citizens to procure that form of contract, or to remain uninsured? Should not both classes be permitted to contract for open or valued policies, for specific or floating insurance, etc., as their judgment may approve? Insurance companies cannot force their customers to take open policies, any more than the latter can compel them to

issue valued policies. There are several ways in which there could be marked improvement in the methods of conducting the insurance business, viewed from my standpoint, but the changes must result from competition and experience—not from arbitrary legislation. * * * * *

INJUSTICE TO UNDERWRITERS.

(3.) Where the insurance business is transacted under a valued policy law, one of two results must inevitably follow, either a heavy increase in the rate of premium charged, to which I will refer in conclusion, or great loss to the companies. Of course, as was pointedly remarked by a prominent statesman who was opposing the increase of the pay of public officers in his state, "if they don't like the whiskey they can just pour it back in the jug," in other words, resign—so insurance companies can withdraw from such territory as is oppressed with the incubus of such a law.

But assuming that they do not withdraw, the *first* injustice to which I refer, is the compulsion they are under to transact business not contemplated by their charters other than in exceptional cases. "A valued policy is utterly meaningless, unless it contemplates giving the owner more than the cash value of his property," succinctly says THE WEEKLY UNDERWRITER. And to afford more than indemnity was never anticipated in the grant of corporate privileges to insurance companies. If the insured is only to have, in event of loss, the real market value of his property, provided it does not exceed the amount of the policy, he is already fully protected by the contract itself, independent of any law.

Secondly. It involves a radical change in the methods of doing business, because no company can afford to issue valued policies, without a careful appraisal, in advance, of every risk.

Thirdly. It will have been observed by any intelligent lawyer, who has devoted much of his time to the defense of cases against fire insurance companies, that the only possible way to obtain for them even an appearance of justice, where matters of fact are involved, is in securing by the verdict a reduction in the amount called for by the policy. The representatives of the company—adjuster, agent and counsel—may be satisfied beyond peradventure that the loss was the result of arson, and yet may have been unable to obtain evidence sufficient to convict. Without testimoney which will exclude every reasonable doubt, no matter what may be the charge of the court, a verdict for the defendant cannot be obtained. Cases which clearly indicate arson, are, with but few exceptions, accompanied by over-valuations, misrepresentations, etc. By uniting the two defenses, juries who would never consent to find a verdict based upon arson, may frequently be induced to reduce the loss to the *minimum* which the evidence will justify. Thus thousands of dollars are annually saved in the few cases which are litigated, from the grasp of men, whom there is every reason to suppose burned their own property. Crime is not usually committed by daylight, in the presence of witnesses,, and of all violations of the penal codes of the states, none is more difficult to detect than arson. Direct evidence is not to be had, and when circumstantial evidence is relied upon, unless it excludes every other reasonable hypothesis than the guilt of the defendant, conviction is impossible.

Where the valued policy law is of force, this mode of defense is unavailing, because there must be a verdict for the defendant, upon the ground of arson, or because the policy is void, or for the insured, finding the full amount.

Fourthly. On account of the depreciation that is constantly resulting from causes too numerous to be enumerated, term policies must be either abandoned, or the property insured far below its real value at the inception of the contract. This will be true, to a less extent, as to annual policies.

EVIL RESULTS TO THE PUBLIC.

(4.) The valued policy law constitutes a hydra-head of evils to the general public, some of which I will enumerate. The first experiment in this class of legislation was made by the state of Wisconsin, in the year 1874. Ohio and Texas followed in 1879, then the territory of Idaho, and lastly New Hampshire, in August, 1885. Experience under its operation in Idaho, led the territorial legislature to repeal the law at its last session. Bills embracing the valued policy feature have been introduced into the legislatures of nearly all the states of the American Union, and with the exception of Wisconsin, Ohio, Texas and New Hampshire, after stubborn debate, have either been defeated or withdrawn. In Minnesota, the bill was vetoed by the governor.

The first deleterious effect of such a law is, either an immense temptation to crime, or the assumption of a large proportion of the risk to be carried by the owner himself. The crime to which this experimental legislation principally leads is, unfortunately, one that involves the innocent in possible ruin, while it enables the guilty to perpetrate successful robbery. This disastrous result, by a large increase of expense, and by forcing the insured to carry a considerable portion of the risk, may be avoided, but in case of fire, again at the cost of the innocent.

Again, the increased expense will inevitably result in an increased rate of premium. If the valued policy law be confined to buildings, no company could afford to take risks thereon, without having careful appraisement, and this must be charged to the property owner. Thus it operates harshly upon the latter in decreasing the amount of his insurance, while it increases the rate of premium. Experience in Wisconsin and Ohio has demonstrated such to be the fact in the increase of the ratio of loss to risk, and of loss to premium. New Hampshire during the current year, seems to be evincing an unusual facility and capacity for combustion. I shall spare my audience the infliction of insurance tables showing percentages, ratios, etc , but simply state that an examination of them, covering the short period that the experimental law has been in force, will show that rates and losses have both largely increased, whilst the resulting loss to the uninsured has been enormous. As stated heretofore, I see no reason why companies cannot successfully operate under a valued policy law, provided the public is prepared to meet the largely increased expense. "Before the war," to use the current phrase of the day, the young scion of a wealthy American family went abroad to complete the education of which his fond parents had never had the advantage. Upon his return, his mother asked him what, of all he had seen in his travels, he deemed the most desirable? With the enthusiasm of exuberant youth, he replied, "Oh mother, Paris—Paris, of course." The old lady immediately exclaimed, with a heart full of affection: "I buy 'em for you, my child; I buy 'em right off."

So if the public wish valued policy laws, they are within easy reach, for the legislatures can enact them, but the people must bear the expense. This expense I consider an absolute waste of money, and with no corresponding benefit. To enact them in order to repress the evils of over-insurance, does not evince the exercise of that calm wisdom which should characterize legislation, because the same result could be reached by a law that the insured should never recover more than a fractional part of the cash value of his property at the time of the fire. The effect of such an enactment would not leave a greater margin uncovered than will inevitably result from the operation of the valued policy law, when the methods of business of the companies shall have been thoroughly re-adjusted to meet its requirements.

From the origin of insurance, down to the present day, whether we are indebted for it to the Phœnicians, the Carthaginians, the Greeks, the Romans, the Jews, the Lombards, or the Venetians; whether it belongs to an age more remote or was first known in the thirteenth century, *indemnity—compensation for loss sustained*—has been of the very essence of the contract. From the auspicious moment of its birth, the lawfully begotten child of peace, commerce and civilization, it was the principle of indemnity—not of speculative gain—which sent the rich young blood bounding through its veins! If, in its youth, it guarded the white fleets which sailed the Indian, the Pacific and the Atlantic oceans, laden with the wealth and energy of man, as in infancy, it held its protecting ægis over the commerce of the Mediterranean, the Ægæan, and the Euxine seas, it was *indemnity to the assured*—not profit—which was its inspiration! And now in its full maturity, when there is scarcely a city or a hamlet in the civilized world where its beneficent influence is not felt, spare it from that cruel legislative knife which seeks to draw its life blood, and to substitute therefor a poisonous fluid which will inevitably breed crime, disease and destruction!

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public :

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued withou medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

Lloyds Plate Glass Insurance Co.,

68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.

Insurance on Plate Glass against Accident. Largest business and largest reserve of any similar company in the world.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552 617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

COMMERCIAL UNION ASSURANCE CO.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,309 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON-FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

JANUARY 1, 1887.

CAPITAL PAID IN CASH	$1,000,000 00
Reserve for all Liabilities, including Re-insurance	3,826,085 00
Net Surplus	557,087 00
TOTAL ASSETS	$5,383,172 00

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes and Cyclones, Farm Property and Coastwise Marine.

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - 164 Dearborn Street, CHICAGO, ILL

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

BONDS OF SURETYSHIP.

THE

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CO. OF NORTH AMERICA.

Head Office: 260 St. James St, Montreal.

The OLDEST and LARGEST in America.

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Managing Director—EDWARD RAWLINGS.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

D. J. TOMPKINS, Secretary.

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

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GEORGE PRITCHARD.....Sub-Manager.

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H. K. LINDSEY.....Cincinnati.
E. W. CARPENTER.....San Francisco.
HUTSON LEE.....Charleston, S. C.
S. O. COTTON & BRO.....Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS—Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

Royal Insurance Company,

OF LIVERPOOL, ENGLAND.

[FIRE.]

ESTABLISHED 1845.

HEAD OFFICE METROPOLITAN DISTRICT,
ROYAL INSURANCE BUILDING,

No. 50 WALL STREET, NEW YORK.

STATEMENT OF THE UNITED STATES BRANCH,
January 1, 1887.

ASSETS.

U. S. Goverment Bonds, market value	$2,325,470 00
Real Estate	1,790,967 78
Cash in Banks and Offices	237,999 65
Accrued Interest	48,100 00
Uncollected Premiums	311,263 21
Other Assets	116,331 17
	$4,830,131 81

LIABILITIES.

Unpaid Losses, Unearned Premiums, and other Liabilities	$2,500,579 97
Surplus	$2,329,551 84
Income in U. S. for 1886	$2,645,297 22
Expenditures	2,199,210 64

MANAGERS.

EDWARD F. BEDDALL, New York, for Metropolitan District, Royal Insurance Building, 50 Wall Street. W. W. HENSHAW, Assistant Manager.
SCULL & BRADLEY, for Massachusetts, Connecticut, Rhode Island, New Hampshire, Maine, Vermont; 53 Devonshire Street, Boston, Mass.
JOHN H. LAW & BRO., for Ohio, Indiana, West Virginia; Cincinnati, Ohio.
CHAS. H. CASE, for Illinois, Michigan, Wisconsin, Minnesota, Kansas, Missouri, Iowa, Colorado, Nebraska; Royal Insurance Building, 169 Jackson Street, Chicago.
CHARLES R. KNOWLES, for State of New York, [except Metropolitan District.] Albany, N. Y.
R. EMORY WARFIELD, for Maryland, Virginia, North Carolina, District of Columbia; 15 South Street, Baltimore, Md.
BARBEE & CASTLEMAN, for Kentucky, Tennessee, Georgia, Florida, Texas, South Carolina, Alabama, Louisiana, Arkansas,; Louisville, Ky.
GEORGE WOOD, for Pennsylvania, New Jersey, Delaware; Royal Insurance Building, 306 Walnut Street. Philadelphia.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 60

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

37 — 267

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887. 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus. Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10. 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE, Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817 86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042 87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, SEPTEMBER 3, 1887. NO. 10.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

WE have been considerably amused by a circular issued from the office of a New York insurance company giving a number of reasons why people should not insure in a rival company. Among the reasons given is that the other company cuts rates. Think of a merchant who should warn all passers-by not to buy of his rival across the street because that rival sold goods cheaper than he. "My friends," he would say "you should buy goods of me in preference to dealing with Jones, across the way, because I charge more for the goods than Jones does." Dearly beloved underwriter, the company that cuts rates; that is furnishes insurance cheaper than its neighbors, is the company that a suffering public is looking for. We think any one but an underwriter would have seen that point before he made himself ridiculous by such an advertisement.

THE obvious conclusion reached in the article from the *Textile Manufacturer* on oils in relation to insurance, which we reprint elsewhere, is that cleanliness is of greater importance than the kind of oil that is used in factories. For although we are willing to admit the virtue of the eminent researches of Galletly and his colleagues on the causation of spontaneous combustion, we should be wary of putting our trust in a heap of fibrous waste in a corner when it is impregnated with oil—even if twenty per cent. of it should be mineral. However, there is enough known about spontaneous combustion to make the demand that oils should be at least twenty per cent. mineral—so long as the machinery can stand it—which is more than some manufacturers will allow. With regard to heavy journals and bearings they usually grow hot on account of the engineer's carelessness rather than from bad lubricating materials. That which is most likely to be dangerous because of too low a flash point is the mineral oil used for light machinery. Especially unreliable are the products of unknown refiners who are constantly turning up with great bargains.

THE New York *Commercial Bulletin* prints an article entitled "Some Aspects of Marine Underwriting," which attempts to explain the reasons for the almost universal losses on marine business, which we have elsewhere noticed. It shows that the premiums have very materially decreased during the past ten years, the average reduction being from a premium in 1876 of 1.18 per cent. to one in 1886 of .78 per cent. During the time, too, five New York marine companies have retired from business and quite a number of other state companies have either gone out of business or abandoned marine underwriting. The inland marine, we believe, has fared no better than the ocean marine, and our fire insurance companies are gradually abandoning marine underwriting as an unprofitable business. Fire underwriting used to be coupled with the marine business as a rule, but now the two branches combined is the exception. In this separation the companies are only obeying a general law of business. In England we still see life and fire underwriting under the same management, but in this country they have been long divorced. We find enough to occupy time and attention in one business, and the plan of the country store we are rapidly outgrowing.

SOME of the agents of the Phenix insurance company have sent out to the public circulars and advertisements explaining the condition of affairs. and some of these circulars ought to have been vigorously edited or altogether suppressed. We suggest to the directors of the company a card to the public, stating, in substance, that as the company put forth a statement last January, the correctness of which is now questioned by the insurance department of New York, it proposes now to make that statement good. The insurance department was created, and the laws governing its action were passed, for the purpose of holding all companies transacting an insurance business to certain requirements. The men who made those laws and created the department were the underwriters of New York, and it does not become them to question its decisions within the law. They may reasonably differ with the superintendent, but when it is a mere matter of money and values, they would do well to say "we do not care about the money. We said that we had a surplus of half a million last January, and we will make good that statement just as any business man makes good his word." The credit of the company is worth more than the money involved.

THERE is one further thing that might be done in the way of liberalizing life insurance policies, and it ought to be apparent to the Equitable Life by this time. That society had to pay a policy on the life of a Chicago lawyer who had never paid the premium, and now it is being sued by a woman in Indiana on another, an account of which we gave last week. Now what is the objection to making all policies take effect from the date of the acceptance of the risk by the company? This is done in fire insurance, and so far as we know no harm comes of it. Why not make agents responsible for these policies when issued, and require them to either send the premium or return the policies for cancellation within a certain time? This case in Indiana is one which should be paid, if the facts are as stated. There does not seem to us sufficient reason why in all such cases the loss should not be paid. True, as the case stands, the agent, exceeded the authority given and

probably the company is not liable, but there is no evidence that the assured did not act in entire good faith in the matter. As the matter now lies, all companies, except in cases of binding receipts, get pay for from one to ten or twenty days in which they carry no risk—the time that elapses between the date of the policy and its delivery. We believe that the company whose agents can say to the assured "your policy will take effect as soon as the application is accepted by the company," will find himself in a stronger position than the one who can only promise that when the policy is returned from the home office and paid for, the insurance, which meantime dates back some days, will be consummated.

It is a well known fact, we believe—or at least it passes for a fact in certain circles—that no one reads an insurance paper—that is hardly any one. We have frequent occasion to test this matter, and we do not believe in the alleged fact, but our binder has recently applied a rather novel test. He bound more or less copies of the issue of August 27 with four outside pages of The Weekly Underwriter and inside was a form of the *Advocate and Guardian*, which is the organ of the American Female Guardian Society and Home for the Friendless. One of our subscribers writes :

> I could not, with all my control over the office force, get my agency clerk interested in "Tommy's New Scholar;" my collector, who is an old bachelor, kicked at "Counsel of a Mother to Mothers;" the office boy looked askance as I directed his attention to the "Children's Department;" in fact, the entire body hungering and thirsting for insurance matter would have none of this.

Here we have been struggling these many years with underwriters, and look at their perverseness. We have given them news, editorial advice, biography (ancient and modern), pictures, poetry, scientific matter, and as a last resort seeing our circulation rapidly disappearing like the membership in a co operative, we send out—or rather the binder does—this touching little story of "Tommy's New Scholar," "Counsel to Mothers," and also a tender poemlet called "Baby's Feet." And our friend above quoted is not the only one who "kicks" at that. Mysterious missives which we have been at a loss to understand have come to us. We know now, what is meant when we are interrogated about baby's feet. We understand our sarcastic friend in Pennsylvania who insists that he is an insurance agent and not a home for the friendless. Now we are going to record our solemn conviction that underwriters, all of them —those who are too busy as well as those who prefer idleness—read insurance papers more than they do their bibles, and read them with an eye for errors which we should be glad if we could instil into the eye and mind of the proof reader.

The United Brethren Mutual Aid Society.

This institution has more life in it than we supposed, and has made one more annual statement than we expected to examine. We shall have to confess that as a prophet The Weekly Underwriter is a failure so far as fixing dates is concerned. We cannot foretell to a year the death of a co operative. Well, our failure in that respect gives us at least one more article describing the progress of the disease.

The United Brethren Mutual Aid Society is not only a year nearer its death, but its symptoms are of a very grave character. Its membership is still declining and its deaths increasing. Two hundred and eighty-seven deaths against two hundred and sixty-six in 1885, while the membership has fallen from 7,934 at the beginning of the year to 7,429 at the close, notwithstanding an unusual "spurt" in division E, which was formed in 1885. We continue the table printed in our review of the society's business last year :

Year.	Certificates in force.	Lapsed.	Deaths.	Number Written.
1876	9,900	1,041	135	3,248
1877	12,102	1,658	242	4,035
1878	13,771	3,289	256	3,027
1879	13,253	3,069	252	2,019
1880	11,952	917	318	1,967
1881	12,684	1,794	296	1,465
1882	12,059	1,870	335	1,693
1883	10,947	1,780	272	767
1884	9,662	1,603	312	477
1885	8,542	820	266	178
1886	7,934	989	287	771
1887	7,429	.....	.....	.....

Probably more than five hundred of the new recruits were put into class one of division E. This is a class of young men, comparatively speaking, their average age being only forty years, while the average of the other classes ranges from forty nine to sixty-nine. It is the only class which has held its own during the year. There are now eleven classes, and they stood, as regards numbers, at the beginning and close of the year as follows :

January, 1886—	1,000,	990,	938,	1,000,	1,000,	505,	400,	713,	382,	748,	258
" 1887—	907,	818,	709,	923,	936,	412,	356,	690,	347,	571,	738

There has probably been a re-organization of these classes, as quite a number of them are nearly of the same average age, and by diminishing the number of classes, the number in each class will be increased, but there is one class that must be a rather uncomfortable thing to arrange. It is class ten of division A, and had 505 members at the beginning of the year and 412 at the close. Its deaths were thirty-five during the year, and if the class paid its own losses it must have cost—taking the average membership—$76.14 each man, to pay a thousand dollars. The average age is sixty-nine years. At the beginning of 1885 the class had 886 members, at the beginning of 1886 it had 505 and at the close of the year 412.

Last year the society had unpaid losses of $105,500, and this year it has $116,500. It has expended more money than it has received, and yet it has increased its assets by adding to agents' balances and putting in office furniture and possibly by marking up its real estate. Aside from its contingent assets, which consist of unpaid assessments and dues and assessments not yet made, the society has not money enough to pay its outstanding losses.

It counts among its contingent assets. $70,000 due from members for claims not yet assessed, $46,500 due and unpaid, $17,475 assessed but not due, and about twelve thousand dollars in unpaid annual dues. As the society grows smaller these items grow larger. At the close of 1883 they amounted all told to $74,539. During 1884 they had increased to $88,044. At the end of 1885 they were $125,400, and in this report they amount, as we have seen, to $145,935.

We suppose that every one at all familiar with assessment insurance can tell what will be the outcome of this sort of

thing. When the members get to carrying the money for death claims as well as the reserve in their pockets the society is not exactly fulfilling its design. Any attempt to collect this one hundred and fifty thousand dollars in addition to the nearly half a million which will be needed to meet the death claims of the year, would stampede the members.

If this contingent asset is allowed to remain and grow the result will be still worse for the heirs of the members. We do not think, now, that the society could close up its business and realize enough money from its invested and contingent assets to pay its outstanding losses. What then is it going to do as these increase with a decreasing number of members, or rather, what are those going to do who look to this society to replace, in part, the family bread-winner?

The Phenix Insurance Company and its Critics.

IN commenting upon the present condition of the Phenix insurance company, a contemporary speaks of it as a company run in the interests of the officers, as though that were a reproach to them, and as though it was a thing which the stockholders could not prevent. The Phenix had, last January, a million dollars of capital stock, and only about one-tenth of that amount was owned by the directors. It has an extraordinarily large board of directors, too, and if the stockholders desire to let one-tenth of the stock control the whole, and the board of directors desire to have the officers wag them, it is certainly a very marked case of the tail wagging the dog because the dog wants to be wagged. And we don't think the tail is really to blame.

Then it must be remembered that the dog has had no occasion, until recently, to complain of the way it has been wagged. Mr. Stephen Crowell has been president and Mr. Shaw secretary of the Phenix since its organization, and they have put it well up to the front—that is assuming that our contemporary is right and that the company has been run by them. The same paper from which we gather these views, and which we may as well say is the New York *Independent*, has this to say about management:

> We thoroughly believe in paying managers of insurance companies good salaries for good work, and a good test of good work is the financial success of the company. If this is lacking the management should be changed promptly, no matter how much the manager may know on the subject of fire insurance. It does not seem to be generally recognized as a fact, that a man may know a great deal about fire underwriting, and at the same time be the very last man to select as an officer or manager of a company. There are companies in this city which furnish brilliant but expensive examples of the truth of what we have said. If a manager is over-bearing, difficult to get on with, antagonizes his principa lagents, and does not possess the tact to draw and retain paying business, he should be promptly dropped, if the interests of shareholders are to be rightfully considered. We should not consider a salary of $20,000 a year paid to the manager of the German-American of this city a large salary. On the contrary, we think he is worth much more to the stockholders of the company than that amount. On the other hand, we should consider a salary of $5,000 to the manager of the Phenix as exorbitant.

The *Independent* concedes that up to ten years ago the Phenix was well managed. That being the case it is worth while to inquire what has come over the management which has rendered it unworthy of confidence since that time, or rather, whether there has been any change in the character or ability of the management. We do not believe there has been, but that what has overtaken the Phenix will overtake any company that tries to increase its business without correspondingly increasing its capital. We are glad that the German-American has been selected for comparison, because while we are ready to concede at least the twenty thousand a year which is claimed as justly due the manager of the German-American, we are prepared to show that the fire business of the Phenix has been better than that of the company with which it is compared.

During the past ten years the fire premiums of the Phenix have been $22,490,971, and its losses $10,916,167, a loss of 48.52 per cent. The German-American in the same time has received $14,507,954, with a loss of $7,206,592, or 49.67 per cent. It seems quite evident that the Phenix has not been so managed as to antagonize agents or it would not have built up the largest business of any American company, and it is equally obvious that the business is a good one because the losses have been exceptionally light.

So far as the fire insurance business of the Phenix is concerned, it is clearly a case of doing too well. The German-American has a reserve for unearned premiums of forty-three cents on each hundred dollars at risk, while the Phenix has a reserve of sixty-four cents. In other words, the Phenix has been paying for term business, which, as every underwriter knows cannot be done without trenching upon surplus. It has got to put up more money in order to carry that business until it can get its money out of it.

Its marine business has not been profitable, but if that fact convicts a management of incompetence we fear that the whole lot of the companies engaged in marine business will have to be convicted as well. The marine business has not been profitable to any one during the past ten years. It has ruined a great many companies and crippled a great many more. But the time has been when it has had to help out the fire business, and it is much easier to keep on any branch of business which may show a temporary loss than it is to give it up. There is always the hope that next season will bring it up again, and make good the losses of the last.

It is one of the easiest things in this world to kick the man who is down, and it is a thing which underwriters are apt to do as well as the rest of mankind. In this case, as we said two weeks ago, the chance which this examination has given will be taken because the Phenix has gone out of the ordinary rut in which companies are expected to travel. But the silent satisfaction with which the report of the examination of the Phenix was received by its competitors is nothing to what would be expressed on a similar report concerning the German-American. And its managers are, personally, very popular men in the business, so far as we know. They are kind and urbane to their agents, polite to all comers. But they have succeeded in the fire insurance business almost as well as the Phenix has, and by methods which have not endeared them to their associates as managers, and if Mr. Maxwell could only find a flaw in their armor through which envy, malice and uncharitableness could stick a dart, he could cover his administration with glory.

A DAILY paper stated this week that the stockholders of the Sterling Fire of New York were dissatisfied with the terms upon which the directors re-insured the company's risks with the Exchange Fire, the complaint being that the terms were not the best that could have been had, and that there is a great row in consequence. At the office of the company it is declared that there is not a word of truth in the statement.

Facts and Opinions.

THE official paper of the Metropolitan Life insurance company, which is published bi-monthly and called *The Metropolitan*, numbers about 800,000 of each issue, making forty million pages of printed matter of this one kind distributed gratuitously by the company each year. It is printed regularly in English and German, with special editions in other languages. This will give an idea of the present immensity of the company's industrial business. The following additional facts, related in another of its publications, are interesting:

The death claims paid by the Metropolitan during this year will amount to $2,000,000.00. They average at the present time nearly one hundred per day. Adjusted over banking hours, the company now has a death every three minutes. Adjusted over the twenty-four hours, it has one oftener than every fifteen minutes of every hour of the day and night. In one day recently 142 proofs of loss were received; and they came along in the regular and ordinary course of business.

One hundred and forty-two checks were sent by the Home Office the same day, in full payment of these claims. The total amount paid on these policies will not be regarded as very great, except when considered as but a single day's work—but the sum was $11,215.25. This was at the rate of thirty-seven dollars a minute during all the banking hours of the day. The aggregate weekly premiums on these 142 policies was but $16.35, an average of but eleven and a half cents per week each. These 142 claims were about evenly divided between the sexes, seventy being male and seventy-two female. The number of children left by these decedents were 219.

THE Boston *Commercial Bulletin* and the *Standard* print the figures of Boston fire insurance premium receipts for the half year ending June 30, 1887. The total premiums collected for the first half of this year were $1,129,223 as against $1,101,859 for the first six months of 1886, and $1,129,180 for the last six months of 1886, making a total for the twelve months ended June 30, 1886, of $2,231,082. "It will be noticeable to all," says the *Commercial Bulletin*, "how remarkably even the business runs in the aggregate, the first half of 1887 and the last half of 1886 being almost identical in amount. The Liverpool and London and Globe again takes first place which it lost six months ago to the Royal." The companies showing the largest gains are the Liverpool and London and Globe, City of London, North British and Mercantile, Northern, Lancashire, North American of Boston and Germania of New York. The companies making the principal losses in receipts as compared with six months ago are the Royal, Phenix, Firemans of Boston, Washington Fire and Marine, Fire Association of Philadelphia and Ætna.

THE London *Post Magazine* publishes two portraits of a genuine centenarian, named Donald Young, now in good health and active physically and mentally, near the Kyles of Bute, on the west coast of Scotland. Donald was 104 years old January 12 last, as can be proven from the parish register. He is a tailor and worked at his trade until within a year or two. When he reached his hundredth year, there was a village festival in honor of the occasion at which he danced a reel, sang a song and took the prize as the straightest man in the parish. Three years ago it was affirmed by some of Donald's neighbours that he was 104, but when spoken to on the subject he objected to have his age exaggerated, and said stoutly, "I'm a hundred and one and a half, and gin I live till the twelfth o' January I'll be a hundred and twa."

THE call upon the stockholders of the Phenix of Brooklyn to pay the assessment on their stock necessary to make up the impairment of capital discovered by the state examiners, was issued by the company yesterday. Since our issue of last Saturday, several additional changes have been made in the board of directors. In consequence of the passage of a resolution by the board that no local, special or general agent of the company shall have a seat in the board, Messrs. Burch of Chicago, Gregerson of Boston, Mather of Philadelphia and Davis of Buffalo retired, and the following well-known business men were elected in their places: D. B. Powell, president of the City Bank of Brooklyn, and Jordan L. Mott, William H. Wallace and William J. Logan of New York. The recently elected vice-president, George H. Sheldon, (who succeeded William R. Crowell) resigned this week. The vacancy has not yet been filled and it is understood that the directors are looking for a first class underwriter for it. The cashier of the company has also resigned.

THE graveyard assessment companies which were driven out of Michigan by the law passed last winter, says an Indianapolis despatch, have found a secure lodgment in Indiana and have already begun to cause trouble, the state auditor being daily in receipt of letters concerning their methods. They have filed the necessary articles of incorporation and made the statements required under the law, and this in the present condition of legislation in Indiana appears to be all that is required. The report of the American Mutual of Elkhart, shows that 607 persons have been made members and more than one-half of these are over seventy years of age; thirty-eight are eighty-four years old or over that age. The report further shows that a large number of policies have matured, but on none of them was the full amount paid. From reports received at the auditor's office it is plain that a great number of people are being victimized by these co-operatives.

A COPY of the Pennsylvania life insurance report dated June 1, 1887, has reached us through the courtesy of the insurance department of that state. A statement of the Pennsylvania business of life insurance in 1887 was published in our columns in the issue of June 18, last. Beyond summaries there is not much of the preliminary text of the report. The following concluding note sets the American Life upon its pins again, officially:

Since the close of the year, the American Life insurance company, has changed hands by the purchase of a majority of stock, and the company reorganized by the election of the Hon. John J. Macfarlane as president and a new board of directors. This company has not been in active business for a number of years, but it is the intention of the new management to extend the operations of the company, and render it, in all respects worthy of public confidence. Its financial condition is sound, and with prudent management there is every reason to believe that in time it will take rank with the other strong and reliable Life companies of this state.

THE New York *Sun* calls attention to the simultaneous presence in Homburg of Messrs. Blaine, Depew, Hyde, Halsted, Wannamaker, Garrett, Leiter and Senator Hale; just enough prominent Americans to make a cabinet for Mr. Blaine, and assigns to Mr. Hyde the position of secretary of the treasury. The *Sun* has probably mistaken the significance of this incidental meeting. It is much more likely that the other distinguished gentlemen are in Homburg to consult with Mr. Hyde about the success of the Equitable, and possibly to endeavor to secure service under his leadership. Mr. Blaine would make a good life insurance canvasser, and Mr. Hyde has got beyond taking second place in anything.

A CHICAGO correspondent under date of Wednesday, writes: "John Cameron, manager for the Northwestern

National of Milwaukee, lost the large line of Armour & Co. some few days ago, and yesterday resigned from the local Board of Underwriters. His resignation was accepted to-day, and the remainder of the agents are very much excited over it, thinking it will affect the strength of the board, as he is after the business outside of the business district here."

THE Duluth, Minn., agency of the Home of New York has passed from Maj. Albert N. Seip to H. M. Myers, by the retirement of the former from the insurance business to devote himself wholly to his real estate interests. Maj. Seip has been the Home's agent at Duluth sixteen years, and the company expresses regret at the severance of the business connection.

THE registration is announced in London of the English and Scottish Fire insurance company, Limited, to insure against loss or damage by fire, storm or accident to property in all parts of the world and transact fire insurance business of every description, with $500,000 capital.

THE assets of that dead undergrounder, the Monarch of Des Moines, were sold at auction August 22, and realized $18,915.67. After paying a lien and receivership expenses there will be $3,415.67 to be divided among creditors who have filed claims of $134,000.

A COMPLETE list of all insurance companies doing business in Pennsylvania, showing their financial condition, has been compiled by Deputy Insurance Commissioner Luper, and published in convenient pocket chart form.

THE Thames and Mersey Marine, which recently withdrew from Georgia, made application to the comptroller-general on Wednesday for re-admission and was duly licensed upon complying with the law.

THE dispute in the Louisville Board of Underwriters, which caused the withdrawal of the Ætna and Continental agencies has been patched up through the good offices of the Western Union.

THE city collector of Chicago has notified the insurance agents of that city, that they must each pay an annual license fee of twenty-five dollars. The agents say that such a tax is illegal.

THE tenth annual meeting of the Association of Fire Underwriters of Missouri, Kansas and Nebraska, will be held at Kansas City, Mo., beginning September 20.

THE annual report of the Rhode Island insurance commissioner is published and we are indebted to Commissioner Elisha W. Bucklin for copies.

THE Fidelity and Trust Company of New Jersey, has purchased the Germania Life building in Newark for $82,500.

A FIRE insurance company with $200,000 cash capital has been organized at Waco, Texas.

THE American Mutual Liability insurance company of Boston, recently incorporated, is ready for business.

Personals.

AGENCY APPOINTMENTS.

Clinton Fire of New York: George L. Loomis, Northampton, Mass.

Continental of New York: L. Burge, Hayes & Co., Boston agents, transferred from N. Foster, Jr. & Wise.

Equitable Fire and Marine of Providence: Norcross & Co , Lowell, Mass.

Fidelity and Casualty, B. C Crawl, local agent in Chicago, Ill.

Home of New York: H. M. Myers, Duluth, Minn., succeeding Albert N. Seip, resigned.

Liberty of New York: C. T. Baird, Louisville, Ky; Gale & Co., Minneapolis, Minn.

Massachusetts Mutual Life: Goodchild & Welsh, managers at Pittsburgh, Pa., succeeding W. W. Scott.

Merchants of Newark: H. K. Van Rensselaer & Son, Randolph, N. Y., William Zimmermann, Dunkirk, N. Y.

North British and Mercantile: Henry A. Tirrell, Weymouth, Mass.

Mr. John H. Taylor, secretary of the Metropolitan Plate Glass insurance company of New York, died in Brooklyn on Wednesday, aged forty years. Mr. Taylor was a native of Brooklyn and a graduate of the Polytechnic Institute of that city and entered the service of the Metropolitan in 1874, as book-keeper and cashier. He was appointed secretary in 1888. A touching incident in connection with this sad event is that the clerks of the company have united in offering to perform Mr. Taylor's official duties until January 1 next, in order that his widow may have his salary.

Mr. Edward P. Bates, of the widely known Philadelphia firm of Bates & Lambert, has resigned the Pennsylvania general agency of the Mutual Life, which he has held for a number of years, and has been succeeded in that office by his partner William S. Lambert.

Mr. A. J. Flitcraft lately in the service of the New York Life and previously Chicago general agent of the Equitable of Des Moines, has now gone to the Mutual Benefit Life to be its manager of agencies for the state of Illinois.

Insurance Commissioner Fyler, of the Connecticut department, is in the western states, examining into the value of the real estate of the Continental Life of Hartford.

Mr. G. F. Potter, second vice-president of the Mutual Reserve Fund Life Association has, it is reported, severed his connection with that company.

Mr. W. J. Littlejohn, at Chicago, has been appointed assistant manager of the western department of the Connecticut Fire, under Mr. Abram Williams.

Mr. Lewis J. Bradford, president of the Fitchburg Mutual Fire insurance company of Massachusetts, died August 23, aged seventy-nine years.

Mr. James O. Starkweather of Starkweather & Shepley, fire insurance agents at Providence, R. I., died August 5, aged sixty-four years.

Miscellany.

The Impending European War—Action of the Life Insurance Companies.

The inevitable forthcoming armed conflict of the nations of Europe is already disturbing the quiet of the American, British and continental offices writing on the lives of the people who are to be engaged in the melee. The London *Post Magazine* says:

As we pointed out lately, the prospect of another great European war has caused much discussion in insurance circles. French, German and Swiss companies, and American and English companies transacting business on the continent, have been sending circulars to their agents, and the variety of the plans proposed show how difficult it is, as regards assured lives in countries where universal military service is enforced, to adopt a system to meet the special risk of war, which, while protecting a company, is likely to be satisfactory to the assured. In a joint circular to their agents, the principal French companies point out that when a war breaks out most policy-holders find it impossible, or very inconvenient, to pay the extra premium; and on the other hand, the companies have found that an extra of from five to ten per cent. upon the sum assured, according to the military rank, &c., of the assured, is insufficient. A translation of the whole of the circular would occupy five or six

pages of the *Post Magazine*, but we believe that the following summary contains all the cardinal points of the system they propose to adopt. Existing policy-holders cannot be forced to accept it, but they are at liberty to do so, and if they do not it is evident that they will have to be prepared to pay a very heavy extra. As regards future members, as soon as they are called up for active service in the French army their assurances will be suspended until the cessation of hostilities, and until the expiration of eight months thereafter. If a member should die from any cause whatever during the period named (it being assumed that if not killed in battle his death will be due to the constitutional effects of war) the company will only pay the surrender value of the policy. If a member should survive the period named, his policy would be revived, whatever his state of health, provided the premiums are not in arrear, or, being in arrear, are paid with interest. Subject to passing a medical examination, the member can revive his policy before the expiration of the eight months referred to.

Those members who wish to have a life assurance covering death during a war, and within eight months thereafter must effect as soon as war breaks out a distinct policy, which will be quite independent of their ordinary assurance. A war risk premium of from two to five per cent. upon the amount of the special assurance, according to the military rank, etc., of the member, must be paid, and no assurance larger than £4,000 (frs. 100,000) or smaller than £40 (frs. 1,000) can be effected. The premiums so received will be placed to a distinct account, no interest being added or expenses charged, and from the fund so formed will alone be paid the death claims which may arise. If the fund so formed will permit of it, the amounts assured will be paid in full; but, if the mortality should be so great as not to permit of that, then the claims will be paid in proportion, the company, however, guaranteeing the payment of not less than one-third of the amount of the special assurance as a minimum. Should the fund prove to be more than sufficient to meet the claims in full, there will be a pro rata distribution of the balance amongst the surviving members.

As the above conditions only apply to policy-holders who are obliged to serve in the French army and as the companies have numbers of foreigners assured with them, it is intended to formulate a special system with regard to those members.

Lubricating Oils in Textile Factories.

Some time ago "*The Textile Manufacturer*" a newspaper devoted to the interests that its name indicates, published an article entitled "Oils and Insurance Companies" and which contained, aside from the inevitable quantity of advice that those outside the sacred realm of the insurance guild seem to feel in duty bound to impart, some scientific date that are well worthy of remembrance.

With reference to the use of oils for lubricating machinery, at first sight it would appear that this particular use of oils could not increase the risk of fire. And this is so in the majority of cases, for instance, in an engineering works, but in a textile manufactory there is indirectly a considerable increase in the risk of fire from the use of oils for the purpose under consideration. The cause of this increased risk lies in the fact that the fibrous material used in such factories is very liable to spontaneous combustion, and when such cases are investigated it is often found that the material has become by some means or other charged with the oil used for lubricating the machinery. This is more especially the case in cotton mills, wool and some other fibers not being so liable to spontaneous combustion as cotton, but in these cases another condition is present which we shall discuss presently.

Two questions arise in connection with the spontaneous combustion of cotton and other fibrous materials. First, in what manner is this liability to spontaneous combustion brought about? Second, is there any difference in different oils with regard to the development of spontaneous combustion; and if so, which oils are the most dangerous in this respect? It is a well-known fact that dry cotton or other fibres may be stored for any length of time without risk of spontaneous combustion, and so may damp cotton, etc. But if from any cause they become oily, then sooner or later they burst into combustion. The explanation of this phenomenon is admitted by all authorities to be as follows: Oils (except mineral oils) have a tendency to absorb oxygen from the atmosphere and enter into chemical union with it; this reaction of course develops heat, and if the surface of the oil exposed to the atmosphere be small, then the amount of absorption is only slight and the amount of heat developed is insignificant.

But if the exposed surface be extensive the rapidity of absorption is great, and a proportionate amount of heat is developed. In the case of oily cotton, etc., where these conditions of surface and absorption of oxygen are fulfilled, the heat developed is often sufficient to ignite the fibre. It hardly needs pointing out what a source of danger this is in a textile mill, where there are generally quantities of fibre lying about in the form of fluff and waste, all of which may become impregnated with oil, and thus originate a fire. The danger is increased by the heated condition of the atmosphere of textile mills, which furthers the rapidity of absorption of oxygen, and thus of the amount of heat developed.

The danger varies with different oils; the worst of these is linseed, cases having been known of a handful of cotton waste impregnated with this oil causing a fire. Though this oil is not used in mills, managers should take care when they have painters on the premises, to see that these gentry do not leave any oily rags about. Cottonseed, rape and other seed oils possess in a high degree this dangerous tendency, while the olein oils—e. g., olive, lard, sperm, etc., possess it only slightly. The mineral oils, not having any property of absorbing oxygen, do not lead to spontaneous combustion at all, and the experiment of Coleman, Galletly and others prove that an admixture of 20 per cent. of mineral oils with other oils is sufficient to prevent spontaneous combustion. Hence it follows that mineral oils are the safest to use in textile mills, and that it is to the interests of insurance companies to encourage the use of such oils and of admixtures of them for lubricating textile machinery, as tending to reduce their risks. The use of olive, lard, sperm, nut and other olein oils should be permitted, but that of rape and other seed oils, only when mixed with mineral oils.

But while mineral oils are the safest to use as far as risk of spontaneous combustion is concerned, they are not free from special sources of danger on their own account. There are as many varieties of mineral oils as there are makers of them: and, therefore, it may be said that there are mineral oils and mineral oils, some being perfectly unfit, and, indeed, are dangerous to use, while others are quite safe and are excellent lubricants. During the last few years there has been a very considerable improvement in the quality of this valuable class of oils. One source of danger lies in the fact that bearings require to be more frequently lubricated with mineral oils than when the fat oils are used.

This greater tendency of the bearings to the work to dry and become hot by the greater friction increases the liability of sparks being produced by accident, and if these come into contact with fluff a fire is almost sure to result. In the badly refined oils of this class there is another danger. If these oils giving off when heated a certain amount of vapor should by accident come into contact with a flame a fire will result. This, however, can only happen when the oils are badly refined, as well-refined oils do not give off any inflammable vapor at any temperature to which machinery becomes heated, or even much above such temperature. It is easy to examine these oils for this particular characteristic, by determination of their flash point. Oils which flash under 300 deg. F. are quite unsafe to use for lubricating any kind of machinery. It is impossible to lay down hard and fast rules as to what flash point an oil should have, regard must be had to the class of machinery on which the oil should be used.

Premium Receipts on Fire Insurance Business in the City of New York.

The semi-annual statement of premiums received on risks written in the city of New York, by fire insurance companies doing business therein, has been prepared by Treasurer Anderson of the New York Board of Fire Underwriters for fire patrol assessment purposes. The present statement shows the premiums received by each company during the six months ending June 30, 1887, the aggregate amount being $3,455,187, and distributed among the three classes of com-

panies as follows: Local companies $1,780,697; other American companies $761,093; Foreign companies $913,397. The assessment for the fire patrol is $51,828. We have printed in the early part of every year a statement of the yearly premium receipts on New York city business. From these records we compile the following statistics, comparing them with the present semi-annual statement:

Six Months Ending.	City Companies.	Non-City Companies.	Aggregate.	
			First Half Year.	Second Half Year.
June 30, 1880....	$1,541,349	$1,283,848	$2,825,197	.....
Dec. 31, 1880 ...	1,186,188	979,285	.....	$2,165,770
June 30, 1881...	1,530,497	1,326,188	2,856,686	.....
Dec. 31, 1881....	1,123,516	1,123,547	.....	2,247,064
June 30, 1882....	1,504,818	1,617,902	3,122,720	.....
Dec. 31, 1882....	1,177,116	1,239,213	.....	2,416,329
June 30, 1883....	1,579,247	1,694,828	3,274,075	.....
Dec. 31, 1883....	1,279,485	1,320,448	.....	2,599,933
June 30, 1884 ...	1,696,834	1,807,947	3,504,781	.....
Dec. 31, 1884...	1,273,536	1,311,303	.....	2,584,840
June 30, 1885....	1,656,098	1,688,971	3,345,069	.....
Dec. 31, 1885....	1,239,452	1,303,057	.....	2,542,509
June 30, 1886....	1,680,070	1,688,681	3,368,752	.....
Dec. 31, 1886 ..	1,344,023	1,433,366	.....	2,777,689
June 30, 1887 ...	1,780,697	1,674,490	3,455,187	.....

The following are the figures of premium receipts on New York city business in the first six months of 1887. The returns of the previous year are also given for comparison:

Companies.	First Six Months.		Companies.	First Six Months.	
	1886.	1887.		1886.	1887.
American.....	$44,792	$52,614	New York Fire...	$20,409	$14,287
American Ex.....	4,537	4,190	New York Bow'y.	52,437	49,773
Alliance.....	.....	22,104	National	22,786	23,024
Brooklyn.....	18,467	17,991	Niagara	120,904	121,988
Broadway	13,585	15,262	North River	12,664	14,054
Citizens	47,437	46,714	Nassau.....	7,320	7,650
City.....	13,559	10,411	Phenix.....	110,302	108,721
Clinton.....	16,087	15,068	Pacific	27,200	27,617
Continental.....	62,792	64,274	Park	19,722	16,542
Commonwealth ..	.....	23,677	Peoples.....	15,159	15,415
Eagle	36,368	32,350	Peter Cooper.....	10,017	11,524
Empire City.....	10,761	9,243	Re-assurance.....	10,016	.....
Exchange	15,799	17,997	Rutgers	11,875	9,533
Firemens.....	13,980	10,980	Stuyvesant.....	20,716	16,848
Farragut.....	12,334	10,945	Standard	10,566	10,161
Fire Association..	.....	12,741	Sterling.....	13,829	13,414
Greenwich	107,463	89,422	United States..	15,295	16,042
German-Amer.....	169,157	181,420	Williamsbg'h City	41,172	38,363
Guardian.....	10,074	9,743	Westchester.....	50,036	53,911
Germania.....	63,029	67,593	*New York State.*		
Globe	32,394	32,925	Agricultural.....	.....	259
Howard.....	23,072	32,077	Albany	4,683	2,251
Home.....	56,070	92,368	Commerce.....	5,792	3,769
Hamilton.....	19,013	21,706	Glens Falls.....	12,652	12,761
Hanover.....	46,950	56,388	Rochester-Ger....	9,757	5,646
			Buffalo-German..	10,852	7,976
Individ. Und. (W).	7,280	22,402			
Individ. Und. (B'k)	.....	563	*California.*		
Jefferson.....	10,248	9,369	Anglo-Nevada....	.....	15,269
Knickerbocker...	12,949	12,064	California.....	11,074	12,636
Kings County...	11,367	8,201	Commercial.....	7,367	7,071
			Firemans Fund...	8,008	13,210
Long Island.....	16,110	10,677	Home Mutual ...	7,951	4,126
Lafayette.....	8,251	7,959			
Liberty.....	.....	22,178	Sun	1,328	819
Merchants.....	25,148	18,904	Union.....	14,558	12,929
Mercantile.....	7,900	6,946			
			Connecticut.		
Montauk.....	17,204	15,956	Hartford	14,387	14,747
Mechanics.....	26,610	19,227	Ætna.....	38,996	37,046
Manuf. and Build.	29,998	28,224	Connecticut.....	16,181	15,870
Mutual	62,756	67,619	Phœnix	11,271	10,836
New York Equit..	14,104	11,342	Orient.....	7,796	10,256

Companies.	First Six Months.		Companies.	First Six Months.	
	1886.	1887.		1886.	1887.
Security.....	$6,850	$5,460	Reading.....	$4,038	$5,860
Meriden.....	.....	5,625	Manuf. & Merch .	5,636	5,499
			Western, Pitts...	7,908	7,509
Illinois.			Reliance.....	12,718	11,090
Traders	3,012	12,566			
Pack. & Prov.....	.....	3,353	*Rhode Island.*		
			Prov Washingt'n.	11,958	12,560
Kentucky.			Merchants	6,205	7,433
Falls City	3,240	2,861	Atlantic.....	3,925	2,295
Louisville Under.	6,183	6,048	Equitable	6,725	7,967
Louisiana.			*New Jersey.*		
Factors & Traders	876	5,688	Merchants.....	14,890	14,805
Mechanics & Trad.	2,358	4,156	American	6,162	7,315
Sun Mutual.....	1,256	4,836	Firemens	8,559	8,808
Teutonia.....	.....	4,015	Newark.....	11,239	9,871
			Jersey City.....	2,518	2,806
Massachusetts.					
Mercantile.....	7,901	7,373	*Missouri.*		
American.....	8,274	8,599	Citizens.....	5,497	6,006
Springfield F & M.	10,846	10,550	American Central	10,345	6,461
Eliot.....	7,015	6,585	Marine	3,963	3,728
Washington.....	18,633	15,977			
			Wisconsin.		
Prescott	6,586	7,352	Northwestern Nat	3,775	3,227
North American..	6,586	7,352	Concordia	7,391	6,519
Neptune.....	6,586	7,352	Milwaukee Mech..	6,760	6,562
Firemans	3,238	5 537			
Boylston.....	.....	8,476	*Maryland.*		
			Firemans.....	6,624	5,187
Minnesota.					
St. Paul F. & M...	9,854	8,139	*New Hampshire.*		
			New Hampshire..	12,119	9,113
Ohio.			Granite State..	3,874	5,038
Mercantile.....	4,898	4,342	Peoples.....	5,232	5,434
Firemens.....	6,155	3,767			
Citizens.....	7,575	7,339	*Great Britain.*		
Franklin	3,410	3,429	N. British & Mer...	45,399	33,645
Amazon.....	6,591	6,094	Liv. & Lon. & Glo.	197,346	182,095
Fidelity	.....	3,944	Guardian.....	43,490	37,222
			Royal.....	97,257	99,600
Michigan.					
Detroit	3,674	4,508	Queen.....	36,517	30,065
Michigan	5,680	4,895	Imperial.....	45,660	54,230
Grand Rapids....	.....	2,540	Northern	23,837	35,768
			Commercial Un..	71,078	60,613
Pennsylvania.			Lion	14,249	10,122
American	19,498	20,648			
Pennsylvania, Ph	16,340	15,590	Fire Ins. Asso. ...	26,395	25,157
Ins. Co. of N. A .	42,471	44,634	Lancashire.....	57,314	57,796
Ins. Co. State Pa..	7,419	10,520	Phœnix	57,063	46,407
Franklin.....	7,214	6,344	London Assu.....	23 666	26,272
			Scottish Un. & Nat	25,878	24,266
Girard F. and M..	4 638	4,980			
Fire Association..	30,975	31,020	London & Lan....	34,414	36,286
County of Phila..	9,318	10,258	Norwich Union...	31,485	30,121
Armenia.....	2,728	2,965	City of London...	30,099	29,450
United Firemens.	11,139	11,205	Sun.....	31,701	27,908
German, Pitts .	9,755	7,443	*Canada.*		
Peoples, Pitts. ...	7,905	6,844	British-America..	8,159	11,765
Boatmans.....	9,653	8,016	Western Assu.....	17,738	13,237
Farmers, York...	5,974	2,738			
Citizens, Pitts...	11,399	9,079	*Germany.*		
			Hamburg-Brem.	35,094	32,446
Mechanics, Phila.	12,718	11,605	Transatlantic.....	8,134	8,927
Spring Gardeu....	10,628	12,212			
Pennsylvania, Pits	8,942	7,072	Totals.....	$3,368,751	$3,455,187

Volunteer Firemen as Incendiaries in a New Jersey City.

Plainfield, N. J., and its neighborhood have suffered under a three years' reign of terror caused by fire bugs, which culminated this week in the arrest of seven citizens, charged with being the criminals. In two years the incendiaries have destroyed $100,000 worth of property, most of which was insured. A New York *Tribune* report of Tuesday gives the following facts relative to the crime and the criminals and their detection:

Plainfield has a sensation in the arrest of seven citizens charged with incendiarism running through three years. Week after week from one to three buildings have been burned here until a reign of terror grew up driving many people to other cities, and keeping those who stayed behind in constant fear of being burnt out any night. Up to last Sunday morning the police seemed to be utterly unable to find a trace of the fire bugs, and the credit of entrapping the gang of incendiaries fell at last to an amateur detective, Edwin J. Murphy. A purse of $1,000 has been subscribed for him already and the grateful townsmen are talking of raising more.

The story of the capture of the leader of the gang, John

M. Jackson while engaged in the very act of setting fire to a house together with his subsequent revelations to Murphy, who he supposed was an accomplice, form an interesting tale. Chief of Police Dodd, has had the gang under surveillance for several months, but for lack of proof has made no arrests. He has been ably assisted in his work by Patrolman Lynch. The constant watching of the gang at night finally resulted in the chief's illness and about three weeks ago he went to Ireland on a trip, and left Lynch in charge. As was expected, the gang was emboldened by success and with the departure of the chief fires became more frequent.

Murphy came to Plainfield about eights months ago and went to work in Potter's press works. About four months ago, Chief Dodd asked Murphy's aid to get in with the gang. The matter was kept a profound secret. So well did Murphy play his part that the other members of the police, not in the secret, looked upon him as one of the toughs of the city. Murphy ingratiated himself into the confidence of the gang and soon had all the conspirators numbered.

On Saturday night he was met by Jackson, who asked him to go along with him to set fire to a house on Seventh street, valued at $10,000. Murphy says he once again tried to induce Jackson, who is of good family and who has a wife and three children, to give up such work. But Jackson twitted him for his chicken-heartedness and accused him of being a coward. Murphy was convinced the man was past saving and determined to close on him and the gang if possible. He said he would go and make an appointment at 12 o'clock at Second and Elm streets. He then got word to Patrolman Lynch and Councilman Carey, of the police committee.

The councilman and Lynch and John Moore, of the City Hotel, hurried to the spot indicated and lay in wait for developments. Before long Jackson and Murphy appeared and Jackson gathered some paper, entered the house, which was empty and started the fire. To make more draught the door was left open. As the two started away Jackson felt the cold steel of Officer Lynch's revolver against his cheek and found that he was under arrest. Jackson was frightened nearly to death, and exclaimed feebly: "I'm done for"—

As a blind, Murphy was arrested by Councilman Carey and the couple were taken to the station house where later Jackson, who was upbraided by Murphy for getting him into such a fix, gave away the names of a number of other conspirators, chiefly members of the fire department.

There was much excitement and rejoicing in town yesterday at the announcement that the "fire bugs" had been captured and safely lodged in jail. Crowds of people loitered about the jail during the day expecting to get a glimpse of the seven prisoners, George Reed, John M. Jackson, Jr., Robert Skinner, the Van Nest brothers and Theodore and Philip B. Hapenny, all members of the Plainfield Volunteer Fire Department. Hapenny is drummer in the Plainfield brass band. No one was allowed to see the prisoners, not even their wives and children, who stood for hours at the entrance to the jail begging in vain to be admitted to the cells of the prisoners. In the past two years or more, dating from February 10, 1885, to August 22, 1887, forty-four incendiary fires occurred in Plainfield, the aggregate loss being about $100,000. The heaviest losses were as follows: Wilton Randolph's residence on February 19, 1885, loss $10,000; Warning Stelle's barn, May 1, loss $9,000; Samuel C. Allen, barn, September 29, 1886, loss $4,000.

The last incendiary fire was the burning of a barn belonging to Isaac P. Brown, which occurred on August 22, and caused a loss of $1,500. It was the second time Brown's barn had been set on fire. Other arrests are expected, and it is thought Murphy's identity will not be disclosed until all the persons wanted are in jail. The penalty for arson in New Jersey is fifteen years imprisonment or $2,000 fine or both.

The police force will be doubled to-night to protect the arrested men from attack from the many excited persons thronging about the jail. All the men arrested are married and have families. It is believed that the motives of the gang were to create more demand for special watchmen, and of those who belonged to the volunteer fire department, to bring that service into disrepute and thus abolish it to make place for a paid department, in which they would secure employment. The volunteer department has received a bad blow by these disclosures.

At the examination of the prisoners on Tuesday, Jackson confessed his guilt. The others pleaded "not guilty." They will be tried at once.

Insurance Legislation.

Georgia.

ATLANTA, GA., September 2.—Insurance legislation is rather quiet at present The general insurance bill is still in the hands of the committee on insurance considerably amended, but it is expected to be acted upon soon.

New Hampshire.

CONCORD, N. H, September 2.—The favorable reports by the insurance committee on the bills to incorporate the White Mountain Mutual Benefit Association, which is in a new draft, and the Portsmouth Fire Association which authorizes a capital of $50,000 with liberty to increase, cover all the insurance legislation of the week. The bill in relation to Mutual Reserve Fund Life Association of New York is still upon the table in the house.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

The Fidelity & Casualty Co.,

OF NEW YORK.

Nos. 214-216 BROADWAY.

CAPITAL, $250 000. ASSETS OVER $600,000.

Issues Surety Bonds guaranteeing the fidelity of persons in positions of trust, such as Employes of Railroads, Banks, etc., also Administrators, Guardians, etc.

Issues Accident Policies, containing all modern features, at lower rates than those usually charged

Also Plate Glass and Boiler Policies of approved forms and at low rates.

AGENTS WILL APPRECIATE THE ADVANTAGE OF DEALING WITH A COMPANY WHICH DOES MORE THAN ONE LINE OF BUSINESS.

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JOHN M. CRANE, Secretary. ROB'T J. HILLAS, Ass't Secretaty.

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J. S. T. STRANAHAN, - - - - - - - Pres. Atlantic Dock Co.
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A. B. HULL - - - - - - - - - Retired Merchant.
H. A. HURLBUT, - - - Pres. of Commissioners of Emigration.
J. D. VERMILYE, - - - - - - - Pres. Merchants Nat. Bank.
JOHN I. RIKER, - - - - - - - - Of J. L. & D. S. Riker.
A. S. BARNES, - - - - - - - - Of A. S. Barnes & Co.
J. G. MCCULLOUGH, - - - - - Pres. Panama Railway Co.
T. S. MOORE, - - - - - - - Of Moore Low & Wallace.
WM. M. RICHARDS, - - - - - - - - President.
GEO. F. SEWARD, - - - - - - - - - Vice-President.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

Lion Fire Insurance Company,

5 LOTHBURY, E. C.

LONDON, - - - - - ENGLAND.

United States Branch, - - - - - - - - - Hartford, Conn

M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.

A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

Penn Mutual Life Insurance Co.

OF PHILADELPHIA.

INCORPORATED IN 1847.

ASSETS, - - - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.

H. S. STEPHENS, Vice-President.

J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

QUEEN

INSURANCE COMPANY.

Sun Fire Office of London, England

J. J. GUILE, U. S. MANAGER,

OFFICE, 30 NASSAU STREET, NEW YORK.

THE UNITED FIRE RE-INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

Scottish Union & National Ins. Co.,

ESTABLISHED 1824.

No. 35 Andrew Square, Edinburgh, Scotland.

No. 3 King William Street, E. C. London.

United States Branch, Hartford, Conn.

M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

Providence-Washington Ins. Co.

PROVIDENCE, R. I.

STATEMENT JANUARY 1, 1887.

CASH CAPITAL	$400,000 00
ASSETS	1,025,803 91
LIABILITIES—Re-insurance Reserve	416,638 08
Other claims against company	95,488 73
Cash Capital	400,000 00
Net Surplus	113,677 17
	$1,025,803 91

Manager Western Dep't, Holger De Roode, Chicago, General Agents for Colorado, Nebraska, Wyoming and New Mexico, Packard & Wilson, Denver

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A. SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552,617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.

R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

COMMERCIAL UNION ASSURANCE CO.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

Royal Insurance Company,

OF LIVERPOOL, ENGLAND.

[FIRE.]

ESTABLISHED 1845.

HEAD OFFICE METROPOLITAN DISTRICT,

ROYAL INSURANCE BUILDING,

No. 50 WALL STREET, NEW YORK.

STATEMENT OF THE UNITED STATES BRANCH,

January 1, 1887.

ASSETS.

U. S. Goverment Bonds, market value	$2,325,470 00
Real Estate	1,790,967 78
Cash in Banks and Offices	237,999 65
Accrued Interest	48,100 00
Uncollected Premiums	311,263 21
Other Assets	116,331 17
	$4,830,131 81

LIABILITIES.

Unpaid Losses, Unearned Premiums, and other Liabilities	$2,500,579 97
Surplus	$2,329,551 84
Income in U. S. for 1886	$2,645,297 22
Expenditures	2,199,210 64

MANAGERS.

EDWARD F. BEDDALL, New York, for Metropolitan District, Royal Insurance Building, 50 Wall Street. W. W. HENSHAW, Assistant Manager.

SCULL & BRADLEY, for Massachusetts, Connecticut, Rhode Island, New Hampshire, Maine, Vermont; 53 Devonshire Street, Boston, Mass.

JOHN H. LAW & BRO., for Ohio, Indiana, West Virginia; Cincinnati, Ohio.

CHAS. H. CASE, for Illinois, Michigan, Wisconsin, Minnesota, Kansas, Missouri, Iowa, Colorado, Nebraska; Royal Insurance Building, 169 Jackson Street, Chicago.

CHARLES R. KNOWLES, for State of New York, [except Metropolitan District,] Albany, N. Y.

R. EMORY WARFIELD, for Maryland, Virginia, North Carolina, District of Columbia; 15 South Street, Baltimore, Md.

BARBEE & CASTLEMAN, for Kentucky, Tennessee, Georgia, Florida, Texas, South Carolina, Alabama, Louisiana, Arkansas,; Louisville, Ky.

GEORGE WOOD, for Pennsylvania, New Jersey, Delaware; Royal Insurance Building, 306 Walnut Street, Philadelphia.

Liverpool & London & Globe Ins. Co.,

ESTABLISHED, 1836. ENTERED UNITED STATES, 1851.

NEW YORK OFFICE:
WILLIAM & PINE STREETS.

NEW ENGLAND, NEW YORK, PENNSYLVANIA, OHIO, INDIANA, KENTUCKY, TENNESSEE, ARKANSAS, MARYLAND, DELAWARE, DISTRICT OF COLUMBIA, VIRGINIA, WEST VIRGINIA, NORTH AND SOUTH CAROLINA,

J. E. PULSFORD, Resident Manager.

CHICAGO OFFICE:
124 LA SALLE STREET,

ILLINOIS, MICHIGAN, IOWA, WISCONSIN, MINNESOTA, MISSOURI, KANSAS, NEBRASKA, COLORADO, DAKOTA, MONTANA, UTAH, WYOMING, AND NEW MEXICO.

WILLIAM WARREN, Resident Secretary.

NEW ORLEANS OFFICE:
Corner CARONDELET AND GRAVIER STREETS.

LOUISIANA, MISSISSIPPI, ALABAMA, GEORGIA, FLORIDA, TEXAS.

HENRY V. OGDEN, Resident Secretary.
JULES P. ROUX, Assistant Secretary.

SAN FRANCISCO OFFICE:
422 CALIFORNIA STREET.

CALIFORNIA, NEVADA, OREGON, ARIZONA, WASHINGTON TERRITORY, IDAHO

CHARLES D. HAVEN, Resident Secretary.

If Life Insurance Agents want an A 1 contract, with full general agent's renewal interest, direct from the HOME LIFE INSURANCE COMPANY, with exclusive control of good territory, in the North-west or Western States, they will at once address,

EDGAR H. KELLOGG, Superintendent,
CHICAGO, ILL.

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. sec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

ESTABLISHED 1872.
THE
ACCIDENT
INSURANCE COMPANY OF NORTH AMERICA
MONTREAL.

SIR A. T. GALT, G. C. M. C. President
EDW. RAWLINGS, Managing Director.

ACCIDENT BUSINESS ONLY.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age.

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York; Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing. For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493.94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,825.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, SEPTEMBER 10, 1887. NO. 11.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

MRS. CLEVELAND has declined the invitation to present the flags to the New York fire department, alleging as a reason that as the wife of the president of the United States she cannot participate so prominently in a public ceremony in which he takes no part. She trusts that in assigning this as the sole reason she will not be misunderstood, and we presume that she will not be. Of course the president's wife could not say many things that might be said, nor anticipate the words that would be said by others had she accepted. But it ought to have been clear to the gentlemen who invited her that she ought not to accept such an invitation, and that they ought not to have put her to the annoyance of having to decline and at the same time to conceal her real reasons for declining. One must not, however, expect a great amount of delicacy from New York politicians.

IT appears by Wednesday morning's New York papers that we narrowly escaped a repetition of the horror which the papers of Tuesday gave us in the theater fire in Exeter, England. The audience at the Casino came very near being stampeded by a cry of fire and the appearance of smoke through the open windows. There is no more convenient trap in New York for the killing of a panic stricken crowd than the exits of the Casino. The New York papers, of course are using the Exeter fire as a text for articles on the necessity of making theaters fire-proof, but the difficulty is not with the fires at theaters so much as it is with the temporary insanity of the crowd. With the exception of the Casino—and we doubt if that is an exception—there is no theater in New York of which we have any knowledge where there is any danger of being burned from a fire starting on the stage. The real danger comes from the fear and the wild rush to get out. And this is something that cannot be controlled by any amount of fire proofing. There could, undoubtedly be some improvement made in the construction of our theaters, our hotels, our manufactories, and in fact all our buildings, which would render them less subject to rapid burning, but the real trouble with all buildings where people are congregated, lies in the lack of coolness and courage of the people themselves.

MR. ARMOUR, in speaking of the withdrawal of the Northwestern National from the Chicago Board, endorses that action, and says, in addition that himself and the other directors of the company consider Mr. James, the president, the best insurance man in America. As the directors appear to be unanimous we presume Mr. James himself shares this opinion, although it is not a general one among underwriters. But, obviously, as a mere business proposition, the Northwestern National ought not to belong to any board. The company that has the best underwriter in America at its head ought to use him for its own benefit and not for the common good. The company can gain nothing by association, and may lose much by giving its rivals the benefit of association with it. This has been the belief of the Northwestern National ever since Mr. James became connected with it, and our surprise is not that it has left the Chicago board, but that it ever joined that board. The company is sufficient unto itself, and so goes on its lonely way rejoicing. But why should it assign as a reason for withdrawing what is really not an adequate reason. The rule of the board to which it takes exception is certainly in the direction of prudent underwriting, making an extra charge for lines less than eighty per cent. of value unless accompanied with a co-insurance clause. Clearly companies can afford to take a less rate if a man carries eighty per cent. insurance than they can if he only carries forty, and with co-insurance they can afford to very materially reduce the rate. No, we think it clear that the Northwestern National has withdrawn because it could no longer afford to carry on its capable shoulders the destinies of Chicago underwriting, and that nothing but the president's modesty prevents it from acknowledging the truth.

IT is a very easy thing to get matters muddled. We have seen going the rounds of the papers "an insurance decision," in which the case is stated somewhat as follows: A man in New Haven paid his life premium a few days in advance of the time when it was due, (which is a very safe and sensible thing to do, as a matter of prudence, but which would be neither sensible nor safe if the story of this decision were a true one.) He had paid the premium for the year beginning, let us say, on the first day of September, 1887, and he died on the last day of August, 1887. As the story runs, the company declined to return the premium, and its attorney decided that it was entitled to keep it because the insured died after three o'clock, and the banks had closed. We confess that we are unable to understand how such an idiotic story could have got into the papers. Life insurance policies usually run from twelve o'clock noon until twelve o'clock noon, and on a yearly premium a man would be insured from twelve o'clock noon of the first of September until twelve o'clock noon of the succeeding first of September. And if the insured died at eleven o'clock and fifty-nine minutes of the morning of the first of September, his next annual premium would not be due, and if paid in advance would have to be refunded. But the policies of the company in question, and of some other companies as well, read that the premium must be paid on or before the first day of September, the year expiring at the close of that day. And

in this case it is probable that the insured died after business hours on the day on which his premium became due; that is if there ever was such a man and the story is not altogether a myth. In that case there might be a reasonable doubt as to the precise time when the first day of September ended. But we do not want to have that admirable practice of paying premiums before they are due discouraged by any mistake as to the facts in this case.

A CASE has been submitted to the New York insurance department which has grown out of the standard form of fire insurance policy. Perhaps we need not anticipate a decision which the attorney-general may be called upon to give in the matter, and perhaps we could not do so if we tried, as different New York lawyers have given opinions both ways. It appears that some companies construe the law in such a way as to permit them to substitute for the co-insurance, mortgagee, lightning and other riders provided for by the law, clauses differing in wording and in meaning from those filed with the standard form and forming part of that form of policy. The law provides for "a printed form, in blank, of a contract or policy of fire insurance, together with such provisions, agreements and conditions as may be endorsed thereon or added thereto and form a part of such contract or policy." This form, when filed, is to be known and designated as the standard, and companies are prohibited from writing any other on property in New York. This would seem to be explicit enough, and certainly includes, as a part of the standard policy all riders that are permitted to be used. But the cavillers say that subdivision two of section two relieves them, and gives them the privilege of manufacturing these clauses to suit themselves. It reads:

> Printed or written forms of description and specification, or schedules of the property covered by any particular policy, and any other matter necessary to clearly express all the facts and conditions of insurance on any particular risk (which facts or conditions shall in no case be inconsistent with, or a waiver of any of the provisions or conditions of the standard policy herein provided for), may be written upon, or attached or appended to any policy issued on property in this state.

Our opinion is that it must be a very ingenious lawyer who can extract from this language any permission to change the standard form. If a company can change the riders it can as easily change the whole policy.

WE print in this issue a letter from Mr. J. G. Beemer, whose name will undoubtedly recall to our readers occasional advertisements of plate-glass insurance. Mr. Beemer had started out to advertise one of his rivals in plate-glass insurance—a business which seems peculiarly calculated to stir up envy, hatred and malice—by the cry of stinking fish. We declined to print his advertisement, which may be found in other insurance journals by any one who chooses to read it, and we called attention, as he says, to the one point in it which appeared to us ridiculous. We should have been glad if, in his communication to this paper, Mr. Beemer could have confined himself to this point, but we have to make allowances for the natural infirmities of plate-glass insurers, and Mr. Beemer's anger compels us to say that while his statement that his company charges more for plate-glass insurance than its competitors, is true, the conclusion which he wishes us and the public to draw, and which seems logical, that his company is the strongest and safest one to insure in, is not borne out by the facts, for it is in reality the weakest of the plate-glass companies. Mr. Beemer's letter has not changed our former opinion of what the insuring public requires or desires, and we still think that if the policies of the three New York plate-glass insurance companies were placed side by side the dear public would select the one that was the cheapest, unless Mr. Beemer's clamor should succeed in calling attention to the real facts, and then we are quite sure that he would get no business. And in view of the foot note in the last New York report we are surprised that he should thus call attention to his own weakness. But the ways of the plate-glass insurer are past finding out.

WE received, under date of June 8, 1887, a letter of inquiry from Columbus, Ohio, regarding the United Brethren Mutual Aid Society. Our response to that inquiry was delayed, because we expected every week to receive the Pennsylvania report, and it is a well-known fact that until that report is issued there is no possibility of ascertaining the condition of Pennsylvania companies that do not report to other state departments. In the meantime the letter became buried on the editor's desk, and our review of the annual statement of the U. B. was written, last week, in forgetfullness of its existence. It turns up this week in time to emphasize what we said of the previous condition of class 10 of division A. It says:

> I am interested in the company to the extent of one $1,000 certificate which is very excessive in the charges, sometimes three assessments bi-monthly. Last year there were thirty-nine assessments in class 10, division A, besides the annual dues, making a total of $81.56 per thousand. Writing them concerning it they answer that the prospect was they would be lighter, but up to present date this year, 1887, we find, at May 31, we have the twenty-second assessment. Advise us in your good judgment what to do, and whether it will hold out.

Will some one of our assessment friends tell us how to advise this man? Figuring from the average membership, last week, we made the cost in this class in 1886, $76.14 for death losses. It seems we underestimated it, and the real cost was $78, with a fee of $3.56 for expenses. Judging from the experience of our correspondent up to May 31 of this year, the cost for 1887 will be over one hundred dollars, and it will probably run to a hundred and ten or twenty. This is an expensive term insurance for a man sixty-seven years old, or for any man at any age, and payments upon such an insurance would only be justified in the case of a weak man and a strong company. In this case the man must be very weak or he is stronger than the company, and our advice would be to cease paying. Is that good advice? We ask our assessment friends the question, for it is one that very nearly concerns them. This is the legitimate outcome of any life insurance which begins at the wrong end of the line, and assumes obligations without providing means for meeting them.

The Old Story.

WE print in this issue an article taken from the columns of the New York *Journal of Commerce*, which begins by bewailing the enormous fire waste, the extravagant expenses of brokerage and the ruinously low rates, and ends by commending the new companies which are to be formed, known as the "Cutter companies," or the Prudential

Syndicate. These companies are formed under the belief that they can remedy these three evils of the business, or at least by remeding two of them render the third innocuous.

The evil of the fire loss is to be lessened by careful inspection of risks, and that of brokerage by the voluntary action of the insured. There is nothing essentially different, in this plan, from that of the Fire Association of New York, which sunk $100,000 in its first year. These prudentials are built upon the same model and are to be run with similar machinery and are expected to secure the same results—profits to stockholders and policy-holders as well.

It would be idle for us to say that this result will not be attained, because, in fire insurance it is impossible to predict results, but the chances are against its success. In the first place it is doubtful if its system of inspection will bring a reduction in the fire losses. It has not done so in the case of the Fire Association, and in the case of the Mutual Fire the inspections are so unsatisfactory that the manufacturers mutuals have declined to write on risks inspected by it.

Then, it appears to us that it is useless to count upon the active co-operation of the insured. That is a beautiful card to look at, and the picture of the thousands of policy holders discharging their brokers and attending to their own insurances, forming committees and examining moral hazards, is a pretty one and is not lacking in perspective. Indeed there is a little too much perspective, "designed," as Webster defines it, "to deceive the sight."

This policy-holder's committee is considered, in the article we are reviewing as a Napoleonic stroke for eliminating the moral hazard. Nonsense, Napoleon was not such an ass. You cannot even get stockholders in a stock company sufficiently interested to vote at annual elections, and you cannot get directors to direct. These prudential companies will be conducted just as other companies are conducted, and will have to pay for business or go without it.

It is news to us, and we think it will be to Mr. Edward Atkinson, that he is and has been, at the head of these companies. The promoters have endeavored to drag him in, but so far as we can learn he has taken no interest in the matter, and he has been in Europe while the scheme was being perfected. True, he wrote a letter to the Chicago syndicate, and was expected to make a speech at one of the early meetings in Boston. We are not certain whether he did or did not. But to say that "the whole scheme has been thus far carried on under his lead," appears to us to be a drawing of the long bow.

But, as we remarked when these schemes were started, it is better that discontent should have vent in the formation of new companies than in appeals to legislatures. Here is the true remedy for high rates, extravagant expenditures and all the other evils which are miscalled monopoly. It only takes a little money to start an insurance company on its reforming way, and if the reform is really one which should come about, the work will succeed if it is entrusted to competent hands. If it is not a real reform, or if the instruments are badly selected ; well, there will be some money lost, no doubt, but those who lost it will have gained wisdom.

THE John Hancock Mutual Life insurance company has purchased the property known as the Richardson building, on Devonshire and Federal streets, Boston, and will alter it to its own uses as soon as the leases of the present tenants have expired.

Facts and Opinions.

THE vacancy caused by the recent resignation of Vice-President W. R. Crowell of the Phenix insurance company, has not as yet been filled, and in all probability will not be for some time. A committee appointed by the company, is making a "still hunt" for material to fill the office, and the names of several prominent New York underwriters have been freely discussed in connection with the position. We have been assured by one of the officers of the company that it has not suffered in any degree on account of having its policies returned for cancellation as has been reported. That on the contrary the company is doing even more than its customary volume of business for this season of the year. Many of the stockholders have already paid the assessment made upon them, and many others have expressed their willingness to do so although wishing to defer the actual payment until as late a day as possible in order to save the interest on their money, which in the case of some of the larger holders will amount to considerable. The company has discontinued its marine writing, and is allowing the policies in that department to run out. The "jumbo" business will be continued, as it has proved profitable, but even greater care will be exercised in the selection of risks than heretofore.

"THE Franklin Fire insurance company of Indianapolis has changed hands," says the *Indianapolis Journal*, "the result of a deal which has been quietly working for some time. Agents came from the east to Indianapolis instructed to purchase the stock, which has been done a little at a time —At first fifty cents being paid and later some of the stock being bought as high as one dollar, until the entire $150,000 worth of the stock has been gobbled up by a syndicate of which Mr. Neuberger, of the German-American of New York is understood to be the head. About $10,000 was paid for $150,000 worth of stock that is undoubtedly worth its par value. Some of the former stockholders are naturally chagrined because they parted with their holdings at less than it now appears was necessary, as the new company would probably have paid the par value for all the stock if it had to be done in order to secure it."

INSURANCE COMMISSIONER MERRILL of Massachusetts has issued a warning to the public against an assessment organization doing business in Boston, under the name of the Universal Benefit Association of Nashua, N. H. This association issues marriage benefit certificates, which is not legal under the laws of Massachusetts, and besides has no capital or members enough to pay maturing policies. The commissioner also speaks of another assessment company from New York, which has agents who offer to insure horses, carriages and dogs on the assessment plan, a business also illegal in Massachusetts.

THE absence from the city of Mr. James May Duane, the United States manager for the London Assurance Corporation, renders it impossible for us to give his comments upon the statement made by a contemporary, that he is about to sever his association with the London and engage in the banking business in Philadelphia. That such is the fact, however, we have been assured upon the very best authority. Mr. Duane we are told will become a resident partner, in Philadelphia, of the banking house of Brown Brothers &

Co., and will be one of its managers in that city. Mr. Duane has been associated with the London since 1872, and on the first of July, 1885, was promoted from assistant manager to manager of the company to succeed Mr. Benoni Lockwood, resigned.

ANOTHER disastrous theatre fire is reported as having occurred at Exeter, England, on the evening of September 5, during the performance of the play "Romany Rye." Out of an audience of about eight hundred people, one hundred and forty lost their lives, and over sixty were injured more or less severely. The fire originated through some gauze behind the scenes becoming ignited and communicating the flames to the scenery where they rapidly spread to the auditorium. The audience became panic stricken and filled the passage-ways and corridors so rapidly as to shut off the escape of many who became suffocated by the smoke. The building was a comparatively new one having just commenced its second season. The matter has been brought to the attention of the home secretary, who in turn will urge upon parliament the necessity of such legislation as will compel a more rigid inspection of theatres in the future.

THE *Western Insurance Review* is inclined to be both joyous and sad over the close of its twentieth year which event happens with the September number. Well, altogether there are a great many things to regret in a life of twenty years, but we believe the *Western Insurance Review* should have as few of them as any of us. One of them is thus frankly confessed:

When we started our journal state supervision was getting considerably into vogue. Indeed, one of our first adventures was lending our instrumentality to help load an insurance department onto Missouri. Sometimes we are under the impression that we are perhaps smarter now than we were then. Supervision, as a whole, has in some ways been a modified blessing, and in others an unmitigated nuisance. Occasionally we have been made sorry, and, once in a while, passably satisfied over our share of responsibility for state supervision. Taking it all together, we "own up," and the least said about it the better, perhaps.

THE *Metal Worker* offers the following advice in regard to the use of oil as a fuel:

Oil fires and oil stove accidents have their worst features from the ignorance of the person using them. Pieces of woolen cloth or carpet should be kept near the stove; with these the flames can be smothered. Do not try to put out an oil fire with water. Smother the fire with rough cloths or carpets. Sand or fine ashes answer well for soaking up oil and preventing it from spreading. We repeat, never use poor oil in a stove. Always get one with a high fire test. Keep the font full. Keep the stove clean, especially about the wicks and burners. When a wick sticks take out the burner, get hold of both ends of the wick, and after dusting both sides of the wick with finely sifted coal ashes, pull it back and forth till the inside of the tube is polished; then take out any dents in the tube which may be found opposite the ratchet-wheels. Never move a stove when lighted. Never move a stove when it has oil in it.

A REPLY has been received from Mrs. Cleveland to the invitation extended by Mayor Hewitt and other members of the committee, requesting her to make the formal presentation of the colors to the New York fire department, in which she says: "I hope, however, that I shall not be misunderstood when I base my declination of your kind invitation upon my unwillingness to assume that I, as the wife of the President, ought to participate so prominently in a public ceremony in which he takes no part."

A CURIOUS case is now attracting the attention of insurance men in Boston. A tenant in the second story of a large building in the business section of the city, had a grudge against the landlord. A stove pipe runs from the first story of the building through the floor of the second and connects with the chimney. In order to get "square" with the landlord, the second story tenant, it is alleged, has pulled the stove pipe out, hoping to set the building on fire, several times. The landlord neglects to remove the dangerous tenant and now the Boston Tariff Association steps in and orders all policies on the building and contents to be cancelled unless the landlord gets rid of the tenant.

THE London Amicable Assurance Society, limited and the English and Scottish Fire insurance company, limited, are the names of two new companies to be floated in England. The first will carry on in England, "or in any other part of the world" the business of life and accident insurance in all its branches, and the latter will confine itself to fire underwriting. The Amicable Assurance society will have a capital of £400,000 when all paid up, divided into £2 shares, and the English and Scottish a capital of £100,000, divided into £1 shares. Five directors for the first named campany have been already chosen.

THE Ohio Valley Life insurance company of Wheeling, West Virginia, the Union Mutual Life insurance company of Portland, Maine, and the United States Mutual Accident Association of New York, are stated to have failed to promptly file their returns with the comptroller general of the state of Georgia and consequently are liable to have their licenses revoked. The manager of the Union Mutual for Georgia, claims that the only inadvertence of his company was the absence of the affidavit to be made by the resident agent.

IT is stated that Mr. P. B. Armstrong has abandoned his intention to regain if possible his former connection with the Mutual Fire insurance company of New York, and will organize a new mutual fire insurance company on both a stock and participating basis. He expects to start his company with a cash capital of $300,000, and is actively at work at the present time endeavoring to obtain the requisite subscriptions to the stock.

THE *Commercial Bulletin's* fire record for August of the present year, shows a marked improvement over that for the same month last year, the total loss for the United States and Canada being $8,317,500 as against $13,000,000 in August, 1886. The total losses for the first eight months of 1887, however, are nearly $9,000,000 in excess of those for the corresponding period a year ago, and amount to $85,245,600.

A SPECIAL edition of the *United States Review* for September 1, contains a sketch of Philadelphia fire underwriters illustrated with forty-two engravings. The twenty-eight portraits given are good likenesses, and if they will only please the gentlemen themselves as well as they will their agents and friends, Mr. Dearden can have no reason to complain.

THE London correspondent of the *Insurance Times* says that the Fire Association has presented Mr. Lock, their former United States manager, with six months salary and "relieved him of all further responsibility to them."

THE Massachusetts insurance department officials are engaged in making their usual triennial examination of companies required by law.

WE learn to-day that the capital of the Phœnix insurance company is impaired to the amount of nearly $100.000. Commissioner Maxwell has already given them notice to make it good or reduce their capital. The board have concluded to do the former.—*Insurance News.*

Come: wake up there!

WILL THE WEEKLY UNDERWRITER please note that Mr. J. M. Neuburger is the new secretary of the Franklin of this city, and that "the late Gabriel Schmuck" still lives?—*Rough Notes.*

With pleasure. We mistook him for the other. Gabriel.

THE Planters' Savings Bank of Atlanta, Ga., has applied to the legislature of its state to have its charter amended so as to permit it to do a general insurance business under the name of the Peoples Insurance and Banking Company.

THE Lloyds Plate-Glass insurance company filed its application on September 5, for permission to do business in the state of Georgia.

THE Commonwealth insurance company of Boston, is being examined by the New York insurance department.

AT Watertown, Wis., a fire insurance company bearing the town name was organized on August 23.

Communications.

Plate-Glass Insurance.

TO THE EDITOR OF THE WEEKLY UNDERWRITER:

In an editorial last week, is the following:—"Think of a merchant who should warn all passers-by not to buy of his rival across the way, because that rival sold goods cheaper than he. 'My friends' he would say 'you should buy goods of me in preference to dealing with Jones across the way, because I charge more for the goods than Jones does.' Dearly beloved underwriter, the company that cuts rates; that is furnishes insurance cheaper than its neighbors, is the company that a suffering public is looking for." Can there be any similarity between two merchants who sell goods, say clothes for example, and two insurance companies? When you buy a suit of clothes and they are delivered and paid for, the contract is complete—but even here, if you are told Jones is selling those goods for less than they can be produced for, it would be sufficient to put you on your guard, lest he was palming off on you cloth made of four kinds of material, instead of "all wool," or robbing Peter to pay Paul, and eventually robbing both. But the case is different, an insurance company takes your money in advance, and promises to deliver the goods at any time it may be called upon within a year. Now "a suffering public" is anxious to buy goods, in the shape of indemnity, as cheaply as possible, but it wants what it pays for, and it will not pay its money to a man or company that sells goods below cost, for it knows the inevitable result of such "Napoleonic financiering," when a man or company comes to it and wants credit for the future delivery of plate-glass, it will promptly pronounce him a fraud if he makes a statement that he has $250,000 capital to secure the future delivery of that article, when in fact his capital has been used to its utmost limit in securing credit for three, or four other kinds of business. Yes, my beloved Apostle, you are right, the public is looking for the company "*that furnishes insurance cheaper than its neighbors.*" It does not want "*cheap insurance,*" but *insurance cheap,* and it knows full well that a weak "rate cutting company" that grabs at premiums to-day, regardless of rates or the mountain of liabilities that it is piling up furnishes "cheap insurance" that is dear at any price.

J. G. BEEMER.

September 7th, 1887.

Personals.

AGENCY APPOINTMENTS.

Albany: A. J. Wright, Springfield, Mass.

British America: P. F. Tierney, Salem, Mass.

California Fire of San Francisco: Sillsbee & Greer, Lynn, Mass.

Continental of New York: George W. Smith, Jamaica Plain, Mass.

Liberty of New York: Hughson & Hemenway, St. Paul, Minn.; Gale & Co., Minneapolis, Minn.

Rhode Island Underwriters Association: John E. Bowen, Duluth, Minn.

Spring Garden of Philadelphia: Newton Todd, Indianapolis, Ind.

Travelers: Homer S. Joslin, Oxford, Mass.

United States of New York: Newton Todd, Indianapolis, Ind.

Mr. Thomas B. Jones, president of the Nassau Fire insurance company of Brooklyn, died at Northport, L. I., the home of his father-in-law, on the fourth inst., from the effects of a stroke of paralysis, which he suffered on July 29. Mr. Jones was born on August 25, 1819, at Jamaica, L. I. In early life he engaged in mercantile pursuits He became connected with the Nassau in 1857 and remained with that company up to the time of his death, having advanced by steady promotion from one position to another until he was elected president in 1869. The funeral took place at his residence No. 361 Adelphi street, Brooklyn, on Wednesday last.

Mr. Henry N. Baker has retired from the well-known Boston agency firm of Ellison, Baker & Coolidge, which was established in 1881. Before that Mr. Baker was of the firm of Baker & Coolidge and Henry N. Baker & Co Messrs. Ellison and Coolidge will carry on the business under the old firm name.

Mr. Joseph W. Balch of the Boylston insurance company of Boston and Mr. J. H. Dane of the India Mutual insurance company, were respectively elected president and vice-president of the Boston Board of Marine Underwriters at a meeting of that body held September 7.

Miss Kate A. Hallock of Evansville, Ind., is not going to let the insuranoe business which her brother built up in that city, be lost by reason of his recent death, and has pluckily determined to continue the agency herself.

Mr. John A. Elliott, one of the original organizers of the State Fire insurance company of Des Moines, Iowa, and president of the company for many years, died suddenly in that city on September 27.

Special Agent Phelps of the London and Lancashire insurance company has resigned his position with that company and will again engage in the general adjusting business.

Mr. J. O. Bache has withdrawn from the firm of J. O. and W. F. Bache, representing the Northwestern Mutual Life at Boston, his place being taken by Mr. Louis E. P. Smith.

Mr. James Allan Cook has been appointed manager of the Alliance Assurance company of England at Manchester, to succeed Mr. David Lawrie.

Mr. John Wocher has been elected president of the Franklin insurance company of Indianapolis, Ind.

Mr. Augustus Hendriks, actuary of the Liverpool and London and Globe, sails for England to-day.

Insurance Legislation.

New Hampshire.

CONCORD, N. H., September 8.—The bills to incorporate the Portsmouth Fire Association and the White Mountain Mutual Benefit Association have passed the house. The bill "relating to fire insurance and insurance commissioner," was taken from the table and returned without action.

The committee on insurance had a hearing on the tontine

bill which forbids the soliciting of insurance by foreign corporations in the state. Mr. Lewis of the Equitable and New York Life, appeared and argued against the bill. No action was taken in reference to a report.

Miscellany.

New Comers in the Insurance Field—The Prudential System.

We copy the following in regard to the Prudential Syndicate Insurance in the large cities of the United States. The New York *Journal of Commerce* says:

Enormous fire waste, extravagant brokerage, and rates in many cases cut to a ruinously low figure, constitute well-known features of the present fire insurance situation. The withdrawal of capital thus unprofitably engaged is a far more natural expectation under such circumstances than the entrance of new capital in the field. Indeed, a venture of this sort would seem to promise little else than failure, except under some special conditions placing the new company above the fierce scramble for business, regardless of cost and the lessons of experience.

That such conditions do absolutely exist, is firmly believed by the promoters of the Prudential companies, which are about to begin business in New York, Boston, Philadelphia, Chicago and St. Louis. Their organization has been in progress for several months, and is now nearly complete, Philadelphia and Boston lagging a little behind the rest. The intention is that the five companies shall begin business together, and it is expected at the New York office that the latter part of the month will see the syndicate in operation.

Their system is not wholly new, though it has new features of importance, one of which is the existence of a number of companies working together, sharing certain expenses, and acting as agents for each other under one advisory head. This position is occupied by Mr. Atkinson, of Boston, under whose lead the whole scheme has been thus far carried on. There will be also one chief inspector for the syndicate companies, and but one inspection for all the companies of the same risk. Here will be one of the economies in the expense account. The management announce their intention of making thorough inspection on a scientific basis a prominent feature of their system This defines the physical basis, and none but strictly first class risks, thus ascertained, are to be taken. By a Napoleonic stroke, the moral hazard is to be abolished altogether. The old line companies would be most happy to attain this result, but they lack the machinery. The Prudential people propose to do it by impressing a committee of their stockholders into service as inspectors of the moral hazard. They could of course hardly make this pay on a miscellaneous dwelling house and country store business, but the Prudential companies will write mainly on large lines, and a committee of stockholders, it is believed, will not shrink from the work of making the necessary investigations in order to ascertain the moral quality of the comparatively few risks thus written. As the companies intend to write only two risk on a single block, it will be comparatively easy to reject one found to have a moral taint; and it is a part of the scheme rigidly to refuse all lines of this description. Men of gilt edged character only will be able to get insurance in the Prudential companies.

The physical inspection moreover, it is hoped, will serve to accomplish something more than to make the companies safe in promising indemnity to the assured, paying six per cent. interest on the capital to the stockholders, and dividing surplus profits both to stockholders and policy-holders. These things the companies hope to do, and also to reduce the appalling fire waste, by encouraging the improvement of risks, and thus preventing fires.

If the companies can carry out these ideas they will do a public service as well as make and save money for their stock and policy-holders. These are identical—each policy-holder is a stockholder, and all are merchants, large purchasers of insurance, who are pledged to take per year ten times the amount of their stock subscriptions. The capital of each company is $200,000, and the business will be eight-tenths mutual and two-tenths stock—that is, eighty per cent. of the profits will be returned in scrip to the policy-holders.

Insurance Laws.

Oregon Insurance Laws.

PASSED DURING THE LEGISLATIVE SESSION OF 1887—THE OFFICIAL TEXT.

The following is the text of those sections of the act relating to insurance, passed by the Oregon legislature at its recent session, which concern the agency companies of other states and countries doing business in Oregon.

An Act to license and regulate insurance business in the state of Oregon.

Be it enacted by the legislative assembly of the state of Oregon.

SECTION 1. The secretary of state shall be *ex-officio* insurance commissioner of this state and shall receive for his services as such commissioner the compensation hereinafter provided therefor. All necessary blanks, forms and circulars together with such pamphlets, copies of the insurance laws, as may be required for distribution among persons affected by the provisions of this act, shall be furnished at the expense of the state.

SEC. 2. If the said commissioner shall directly or indirectly receive any compensation or pay for any service or extra service or for neglect or omission of service other than is provided in this act, he shall be deemed guilty of a felony, and on conviction thereof shall be subject to a fine not exceeding five thousand dollars, or imprisonment in the state prison for a term not exceeding five years, or both, in the discretion of the court.

SEC. 3. It shall be the duty of such insurance commissioner—

First—To see that all laws of this state respecting insurance companies are faithfully executed.

Second—To file in his office every charter or declaration of organization of a company organized in this state, with the certificate of a district attorney of the state, and on application of the corporators to furnish to them a certified copy thereof.

SEC. 4. No company, corporation or association organized under the laws of this state, or any other state or government or firm, or individual, shall be permitted to transact a life, fire or marine insurance business in this state without a certificate from the state insurance commissioner authorizing and permitting the transaction of such business.

SEC. 5. [Organization of local insurance companies.]

SEC. 6. No loan shall be made to any stockholder by any insurance corporation formed under the laws of this state, nor shall any stockholder be interested in any way in any loan, pledge, security or property of any insurance company organized under the laws of this state, except as stockholder in said company, and any property claimed as belonging to such company standing in the name of any person or persons shall not be admitted as an asset of such company. And every foreign corporation before engaging in the business of fire or marine insurance or express shall deposit with the treasurer of this state the sum of fifty thousand dollars as hereinafter provided. Such deposit shall be made in interest-bearing bonds of the United States or the bonds of the state of Oregon, or any municipal, school district, county or town bonds issued by legal authority in the state of Oregon, the market values of which are at or above par, and shall be safely kept for the benefit of and security of persons transacting business with such corporations or association in this state for claims and demands arising out or said business, and shall be held and considered specially pledged for such security for such claims and demands; provided, that any such corporation may change the character of its deposit at any time by depositing other bonds of the kind and description in this section authorized to be deposited.

All interest accruing from the United States or otherwise on such bonds shall be paid as the same may accrue to the corporation or association to whom the same belong.

SEC. 7. [Business of local insurance companies.]

SEC. 8. [Examination of local insurance companies.]

SEC. 9. [Impairment of capital of local insurance companies.]

SEC. 10. [Examination of local insurance companies.]

SEC. 11. No insurance company organized outside of the state of Oregon shall be permitted to do business in this state until it shows to the commissioner, by the reports of the insurance commissioner or insurance officer of some other state having an insurance department or by a certificate of such insurance officer, that it is possessed of a paid-up unimpaired cash capital of at least two hundred thousand dollars; nor until such company shall have made the deposit as is required by section 6 of this act, nor until such company shall have filed with the commissioner a power of attorney which shall set forth that such company is a corporation, or duly organized insurer (naming the principal place of business of the company and the principal place of business for the Pacific coast), which power of attorney shall authorize a citizen and resident of this state to make and accept service in any proceeding in any of the courts of justice of this state or any of the United States courts herein. If any attorney of any insurance company, appointed under the provisions of this act, shall remove from the state or become disqualified in any manner from accepting service, and if any citizen or resident of this state shall have any claim by virtue of any insurance policy issued by any company not represented by attorney in this state, valid service may be made on such company by service on the commissioner; provided, that in such case the commissioner shall immediately notify such company and the principal agent of the Pacific coast, inclosing a copy of the service by mail, postpaid; and, provided further, that in such case no proceedings shall be had within forty days after such service on the commissioner.

SEC. 12. Upon the written representation of three citizens, and the belief of the commissioner that any company organized outside of this state and doing an insurance business in this state, has less than two hundred thousand dollars paid-up, unimpaired cash capital, it shall be the duty of the commissioner to make such investigation or require such proof as shall be satisfactory to him concerning the financial condition of such company; provided, however, the certificate of the insurance officer of any state having an insurance department, that such company has a paid-up, unimpaired cash capital, equal to two hundred thousand dollars, in United States gold coin, shall be accepted by the commissioner as satisfactory. If such company does not within sixty days after demand of the commissioner produce such certificate, the commissioner shall revoke his certificate of authority to such company to do business in this state, and in the meantime may withdraw or withold [withhold] his certificate of authority until such certificate is produced. If after such witholding [withholding], refusal, withdrawal, or revocation, such company, or any officer, agent, or other person shall write, deliver or agree to deliver any policy in such company such person so violating the provisions of this act shall be deemed quilty of a misdemeanor and on conviction thereof shall be subject to the penalties provided in section 8 of this act.

SEC. 13. No company not incorporated in the United States shall be permitted to transact an insurance business in this state except marine insurance, unless the same shall have deposited or invested for the benefit of its policy-holders in the United States in at least one state a sum equal to two hundred thousand dollars in gold coin in excess of its liabilities in the United States, nor until such company shall have deposited fifty thousand dollars with the state treasurer in approved securities.

SEC. 14. Nothing in this act shall be construed to prevent any life insurance company having outstanding policies in this state from appointing agents to collect premiums thereon; provided, such company shall appoint an attorney as provided in section 11 of this act, and pay five dollars for filing the power of attorney with the commissioner, and he shall issue his certificate authorizing the collection of premiums on outstanding policies only, and no requirement of capital herein shall apply to life insurance companies possessing assets amounting to one million dollars or more.

SEC. 15. Any fire insurance company doing business within the state shall, in case of a loss by fire, pay to the insured the full amount of the policy, or the amount for which he or she is insured; provided, that the property destroyed be worth at the time of the loss the full amount for which it was insured. In case the property destroyed is not worth the full amount for which it was insured, then, and in such case, the said company shall pay the insured the full value of the property insured. In case of partial loss, then, and in such case, the said company shall pay to the said insured the full amount of such loss; provided, the amount of the policy of such insured be sufficient to cover such loss.

SEC. 16. The commissioner shall, in determining the liabilities of any fire insurance company organized under the laws of this state, estimate and determine all debts and liabilities of such company, and shall calculate the re-insurance reserve for fire risks by taking forty per centum of gross premiums on all unexpired risks, and such estimates shall be charged as a liability against such company. The commissioner shall accept the valuations made by the insurance officer of any state under whose authority any life insurance company is permitted to transact business in that state.

SEC. 17. This act shall take effect on the first day of July, 1887, and all licenses issued by the commissioner shall expire on the 31st day of December of each year, and shall be issued pro rata for any period less than one year. Within thirty days after the first day of July, 1887, and within thirty days after the first day of January, 1888, and annually thereafter, each company doing or proposing to do an insurance business in this state shall apply to the commissioner for a license, and if he shall be satisfied that such company is qualified to do business under the provisions of this act he shall issue the same, on the receipt in gold coin of the amount required herein, and the admission of an insurance company to do business in this state shall not be denied by the commissioner when it makes and tenders a full compliance with the provisions of this act.

SEC. 18. The commissioner shall collect for filing each power of attorney and issuing his certificate, as required by this act, five dollars; for an annual license to each fire insurance company to transact business throughout this state, fifty dollars; for an annual license to each life insurance company, co-operative insurance association, or mutual benefit society, to transact business throughout this state, one hundred dollars; for an annual license to each life and accident insurance company, to transact business throughout this state, one hundred dollars; provided, however, that all orders or secret societies, such as Masons, Odd Fellows, Druids, Knights of Pythias, Ancient Order of United Workingmen, Grangers, Firemen, and other benevolent or fraternal co-operative societies, associated or incorporated for the sole purpose of mutual protection and relief of its members, and for the payment of stipulated sums of money to the families of deceased members or for property destroyed by fire and not for profit, are hereby declared not to be life or fire insurance companies in the sense and meaning of the insurance laws of this state, and they are exempt from the provision of all insurance laws of this state. For examining the financial condition of any company or association organized in this state, the just and legitimate expense of such examination, which shall be paid by the said company, and the commissioner shall revoke or refuse his certificate of authority to any company neglecting or refusing to pay such expenses. All fines and penalties recovered under the provisions of this act shall be paid into the state school fund, and sixty per cent. of all licenses collected by the commissioner shall be paid into the general fund of the state. And the commissioner shall be entitled to receive the fees and forty per cent. of the licenses prescribed in this act as compensation for his services.

SEC. 19. Any person who solicits insurance, receives an application or order to write, renew or procure any policy, collect any premium, or who attempts as middleman to place any fire insurance in this state when such person holds no authority as agent from any insurance company or general agent of such company, shall be deemed an insurance broker, and shall pay to the county where such business is conducted or attempted, in advance, a quarterly license of fifteen dollars, and the sheriff of the county shall collect the same. If such broker shall refuse or neglect to procure such license he shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than one hundred dollars, nor more than five hundred dollars for each offense, and in default of payment of the fine shall be imprisoned in the county jail not less than fifty days.

SEC. 20. The commissioner may at any time require any insurance company doing business in this state to file in his office an authenticated copy of the certificate of incorporation, copy of the law, charter or deed of settlement under which its organization or formation was effected and its business conducted; provided, however, that no company shall be required to file more than one copy in this state.

SEC. 21. The provisions of this act under either term or designation of company, corporation, association, firm or individual in either case, or where either term or designation is used, shall apply to any insurer, company, corporation, association, firm or individual engaged as insurers, or who may hereafter engage as insurers in this state, or who may engage in offering or affording indemnity against the casualties of fire or life.

SEC. 22. Any officer, agent or employe of any insurance company or other person violating any of the provisions of this act shall on conviction thereof be fined not less than one hundred dollars nor more than five hundred dollars, and in default of payment of such fine shall be imprisoned in the county jail not less than ten days nor more than six months, except as otherwise specially provided in this act, and the commissioner is authorized and directed to cause proceedings to be instituted in the name of the state of Oregon in any court of competent jurisdiction to enforce the provisions of this act.

SEC. 23. In the event of the total destruction of any insured property on which the amount of the appraised or agreed loss shall be less than the total amount insured thereon, the insuring company or companies shall return to the insured the unearned premium for the excess of insurance over the appraised or agreed loss, to be paid at the same time and in the same manner as the loss shall be paid.

SEC. 24. The provisions of this act shall apply to any and all insurance companies now doing business within this state, as well as to those which shall hereafter be permitted to do business within the state; provided, that any American or foreign insurance company organized without this state and now doing business within this state which shall not have fully complied with all the conditions and requirements of this act within three months from and after the 1st day of July, 1887, and any insurance company organized under the laws of this state which shall not have complied with the conditions and requirements of this act within six months from and after its passage, shall be deemed to have forfeited all right to do business in this state, and shall be subject to the penalties imposed by this act upon any non-complying company; and the commissioner of insurance shall notify every such company of such forfeiture, and also institute such proceedings as are by this act provided, to debar them from doing business in this state, and to collect such penalties as are by this act imposed upon any delinquent or non-complying company, such debarments and penalties to continue until such company shall have fully complied with all the requirements of this act.

SEC. 25. Sections 1, 2, 3 and 16, chapter 24, miscellaneous laws of Oregon, and acts and parts of acts in conflict herewith are hereby repealed.

Filed at the office of secretary of state February 25, 1887.

Special Notices.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued withou medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

THE HAMBURG-BREMEN FIRE INSURANCE COMPANY, of Hamburg, Germany, is the oldest German Fire Insurance Company in the United States.—Total losses paid in the United States exceed $5,000,000.

Applications for agencies should be addressed to the U. S. Branch Office, 62 and 64 Cedar street, New York.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

Lloyds Plate Glass Insurance Co.,

68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.

Insurance on Plate Glass against Accident. Largest business and largest eserve of any similar company in the world.

Citizens Insurance Company,

OF PITTSBURGH, PA.

The Oldest and Largest Company in Pittsburgh.

Capital..... $500.000 00

W. G. JOHNSTON, President. WALTER MORRIS, Secretary

FRAZIER'S

Surveys and Confidential Grade Book Reports upon Special Hazard properties in the Philadelphia and New York Districts. Supplemented and revised constantly.

QUEEN

INSURANCE COMPANY.

Providence-Washington Ins. Co.

PROVIDENCE, R. I.

STATEMENT JANUARY 1, 1887.

CASH CAPITAL		$400,000 00
ASSETS		1,025,803 91
LIABILITIES—Re-insurance Reserve		416,638 08
	Other claims against company	95,488 73
	Cash Capital	400,000 00
	Net Surplus	113,677 17
		$1,025,803 91

Manager Western Dep't, Holger De Roode, Chicago. General Agents for Colorado, Nebraska, Wyoming and New Mexico, Packard & Wilson, Denver

THE UNITED FIRE RE INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.

A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

Commercial Union Assurance Co.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

Western Assurance Company,

HEAD OFFICE—TORONTO, CANADA.

INCORPORATED 1851.

A. M. SMITH, President. J. J. KENNY, Managing Director.

UNITED STATES TRUSTEES.

WM. H GUION, of Williams & Guion, (Guion Steamship Line) New York
WM A. BOOTH, President Third National Bank, New York.
ARTHUR B GRAVES, President St Nicholas Bank, New York.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

London and Lancashire Fire

INSURANCE COMPANY

OF LIVERPOOL, ENGLAND.

HEAD OFFICE FOR THE U S., 46 PINE ST., NEW YORK.

J. BEAVAN, Manager, New York Department, including New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, and District of Columbia. 46 Pine Street, New York.

DEPARTMENT MANAGERS.

SCULL & BRADLEY, (successors to Foster & Scull), 53 Devonshire Street Boston, Mass.. Managers for Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire and Vermont.
JOHN H. LAW & BRO., Cincinnati, Ohio, Managers for Ohio, Indiana and West Virginia.
BARBEE & CASTLEMAN, Louisville, Ky., Managers for Kentucky, Tennessee, Georgia, Alabama, South Carolina, Louisiana, Arkansas, Florida and Texas.
CHARLES H. CASE, 120 La Salle Street, Chicago, Manager for Illinois, Michigan, Wisconsin, Minnesota, Iowa, Kansas, Missouri, Colorado and Nebraska.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A. SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

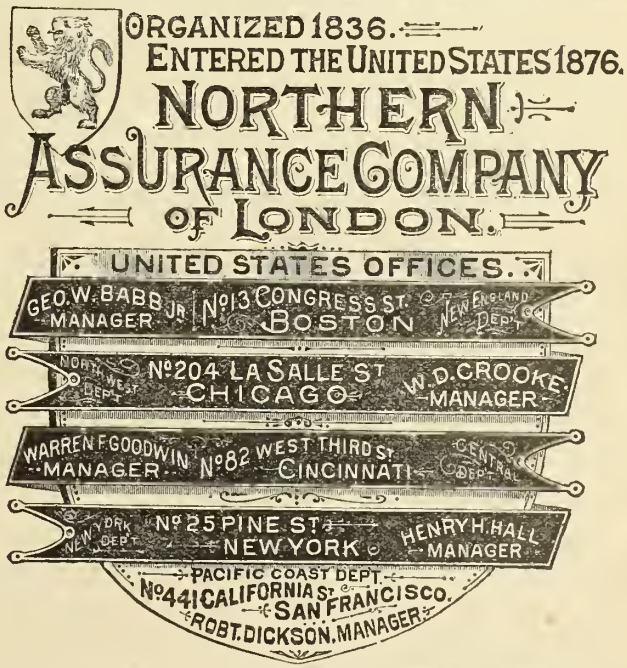
1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552 617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.



1853 ESTABLISHED 1853

Agricultural Insurance Company,

WATERTOWN, N. Y.

INSURES ONLY FARM PROPERTY

AND

PRIVATE RESIDENCES.

STATEMENT, JANUARY, 1886.

Cash Capital	$500,000 00
Reserve for all liabilities including re-insurance	1,597,330 24
Net Assets (to protect Policy-holders)	1,828,012 26
Net Surplus to Policy-holders	730,682 02
Net Surplus to Stockholders	230,682 02
Total Assets	1,886,911 68

JEAN R. STEBBINS, President. H. M. STEVENS, Secretary.

Extract from Charter: "§ 3. This company is formed to make insurance on the joint-stock plan, against loss or damage by fire and lightning, on Farm Property, Private Residences, Barns and Outbuildings with their contents, and on other property not more hazardous; and it shall be confined in its business to such risks."

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value. where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

JANUARY 1, 1887.

CAPITAL PAID IN CASH	$1,000,000 00
Reserve for all Liabilities, including Re-insurance	3,826,085 00
Net Surplus	557,087 00
TOTAL ASSETS	$5,383,172 00

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes and Cyclones, Farm Property and Coastwise Marine.

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - 164 Dearborn Street, CHICAGO, ILL

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

Connecticut General Life Ins. Co.

HARTFORD, CONN.

Assets January 1, 1886. - - - - - - $1,551,414 25

Liabilities, N. Y. Standard	$1,107,997 53
Surplus to Policy-holders by N. Y. Standard	$443,416 72

Of which $103,873 50 is a Special Reserve due Savings Endowment Policies.

T. W. RUSSELL, President. F. O. HUDSON, Secretary

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.

GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON.....Chicago.
H. K. LINDSEY.....Cincinnati.
E. W. CARPENTER.....San Francisco.
HUTSON LEE.....Charleston, S. C.
S. O. COTTON & BRO.....Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

The American Fire Insurance Co.,

PHILADELPHIA JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. 'It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,883,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817 86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286 58
A difference of	$32,500,042 87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,024,773 59

Total Paid Policy-holders in thirty-five years over

— $26,000,000 00 —

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THE Manchester *Union* asks, *apropos* of the replies made to our request for the opinion of underwriters about legislation in the Granite state, whether New Hampshire is to be humiliated and degraded? We think it very probable, if the query is addressed to us; in fact our own opinion is that New Hampshire is already humiliated and degraded, or at least should feel so, for having listened to the Manchester *Union* and the other blatherskites who have made its laws and made merchandise of them at the same time. It is only by keeping up this howl about humiliation and degradation that these people can keep the eyes of the public blinded to the one fact, that the world is wider than the Granite hills of New Hampshire, and the only way to secure the use of other people's capital is to make it an object to that capital to come and stay.

"CRIMINAL fires in the United States" is the title of a paper prepared by Franklin Webster, of the *Chronicle*, and printed in pamphlet form, we trust with the idea of putting it upon the market. It will well repay perusal and ought to have a wide circulation, for it is the first attempt we have seen to measure—from actual investigation—the extent of the crime of incendiarism. Making due allowance for defective statistics, the record of criminal burning is one that demands attention, and this little pamphlet of eighteen pages shows what may be done by even a busy man through careful investigation. We shall draw one conclusion which the writer has not drawn from his statement that incendiarism is much more prevalent in agricultural districts than in the cities, namely that even our lax administration of law apparently has terrors for the evil doer, since the incendiary seeks for the commission of his crime the places where he is least likely to be caught. Our rural districts are rarely policed save under the spur of some known danger; our cities are always protected, more or less fully, with watchful guardians. Is it not apparent that the preponderance of incendiarism in rural districts is due to the facilities for its commission and for the escape of the incendiary?

THERE is a great deal to be said in favor of the views of the advocates of emotional insanity. Any one who reads the September number of *Our Society Journal*, cannot but be struck with the belief that one can so work upon his own feelings that he will not only utter untruths about other people but will contradict himself—will, in short act like a madman. As an example, the editor of *Our Society Journal* has been advertising for sale a policy of the Connecticut Mutual; it has berated the company soundly because it would not buy that policy; calls it a dishonored obligation, and in various emphatic sentences intimates distrust of all the company's obligations. And yet we find this sentence, apparently calmly written, at the conclusion of a couple of pages of rant: "We charge that every cent paid on any claim but an honest death claim by a life insurance company is a cent paid wrong." The Connecticut Mutual is ready to pay this policy on the death of the insured, and not before, and yet following thus strictly the line of conduct laid down as right by *Our Society Journal*, the company has somehow failed to secure its approbation. Should the rant of the organ of Harper be considered cant, or is it emotional insanity? Whatever it may be it is idle gabble, unless the editor means murder and is preparing his plea beforehand.

THE insurance commissioner of California is troubled about the lack of equity in fire insurance contracts, and that trouble takes the form of pity for the poor man "with his little home built out of the savings of his daily earnings and perhaps not wholly paid for," because he does not get a rebate upon his premium, while the broker employed by the large property owner gets a commission out of the premium. Probably we shall never have done with nonsense in political campaigns on the stump, and perhaps it is too much to expect exemption in the case of officials who are products of the political campaign, but really a man who is mentally qualified for an insurance commissioner should know that the broker is only an additional hazard, paid for in the premium like a building deficiency or a hazardous occupancy. Underwriters take the broker as they take the affliction of taxes and insurance commissioners, as so much to be added to the premium. The poor man with his little home gets his insurance at a rate that is not distressing, and if he did employ a broker that broker would have to be paid out of the premium and the premium would be increased to meet the additional expense. Put on your thinking cap, Mr. Commissioner, before you write another report, and above all do not bother yourself with fancied wrongs which, if they existed, the legislature would be powerless to redress. We ought to find, in official reports, practical suggestions which could be embodied in law, and not stump speeches.

THE paper by Mr. Hall, which we reprint in this issue is in the line of the work which we have laid out in the various illustrated supplements to THE WEEKLY UNDERWRITER which we have published and have in course of preparation. "Something Besides an Insurance Man" is every man connected with the business of insurance, and that something is generally of as much importance to the world as the business by which the insurance man secures his daily bread. Very few of the delighted readers of the "Drawer" in *Harper's Monthly* knew that the man who for years ministered to their mirth was the active president of an insurance company. Mr. Hall might, had not good taste

and modesty forbidden, have included his own name among the insurance men, who are something else as well. We do not give sufficient heed to this many sidedness of those we meet in our daily rounds, and when we brush up against them at some social or religious or political or literary gathering, we are apt to look our astonishment and to say under our breath, why he is an insurance man. Ah, yes! but then he is also "something else," and the human heart under his vest beats to some other measures and thoughts than those of premiums and losses and dividends and commissions. Good John Pintard was not the only New York underwriter who had resources and occupations outside the business of insurance.

THE following significant paragraph is put forth by an association which has abandoned the assessment practice, and boldly advertises itself as no longer a hat passing institution:

The Home Provident Safety Fund (Life) Association of New York, after extended observation of the returns made to the insurance department by the large number of assessment associations, has reached the conclusion that great injustice and serious breach of equity is involved in that system of assessment life insurance wherein the means of meeting claims by death are dependent upon the collection of money from the *surviving* members of the association *after* the death of a member. This injustice and breach of equity is perpetrated by the failure of a no inconsiderable number to respond to the assessment calls when made. It may be that the *partial response*, will suffice to meet a specific mortuary claim, with perhaps, a surplus. On the other hand it may not be enough to meet the claim. In the latter case, the defaulting member, defrauds the *beneficiary*. In the former case he defrauds his *associate* members, in so much as he fails to bear his portion of the burden undertaken in common with his associates; throwing on them the hazard of his own life without compensation; the delinquent paying nothing to the beneficiary, and contributing nothing to the surplus. A system subject to such shortcomings must sooner or latter succumb.

This association now charges an annual premium based upon recognized mortality tables for renewable term insurance. We have no quarrel with this business. We do not think it so desirable as level premium insurance, but of its entire legitimacy there is no question. The same thing has been for sale by level premium companies, always, and when backed by careful management it supplies a temporary want at a less rate than the more permanent level premium. All that we ask is that term life insurance should be sold as such, with a perfect understanding on the part of the purchaser of what he is getting. When that is done, if the level premium cannot hold its own then the level premium must go, and we shall not be found among the mourners.

THE millennium will certainly be close at hand when property owners cease to complain of rates, because then, either the property owners will be too good for a polluted earth or the underwriters—and presumably every one else—will have arrived at a state of perfect wisdom in which a new heaven and a new earth will be a necessity. We shall not live to see that day, nor will it come with the present race of underwriters. We do not doubt that in many cases the complaint of rates on a class of risks is a just one, nor do we doubt that many a property owner pays more for his insurance than it is worth. All that we can claim for fire insurance is that its administrators do the best that they can in the way of classification and rating, and all that they themselves can expect is that in the whole summing up of their business they shall secure a fair return to their stockholders. Insurance is a good deal like taxes; all that we can expect is that like things shall be charged alike. The final cost of insurance is a cost to the consumer. It does not matter, Mr. Brown, whether you pay one per cent. or four per cent. insurance on your building so long as your neighbor and possible competitor pays the same. Nor does it matter, Mr. Jones whether your stock of goods is rated at thirty cents or eighty, so long as other dealers in the same goods are taxed the same. The insurance either adds to the rent or to the selling price of goods. The best that we can hope for from underwriters is that their discriminations, if they make them, shall be just ones. No underwriter can tell what building is going to burn. If he could he would keep off, and that he don't keep off is proof that he does not know. These few brief reflections are addressed to the growlers.

THE *Oesterreichische Revue* of Vienna of the 29th of August contains the following concerning the status of life insurance agents in Austria:

Of late a very considerable lack of life insurance agents has been noticed. The daily journals are over-filled with advertisements in which the services of solicitors for life insurance companies are sought. The old guard of agents seems to be either ill or dead and the younger generation appears by no means capable of doing the work of the constantly increasing number of institutions which grant life insurance. Is it surprising that the cost of procuring business should increase, as it does, from year to year? It is high time that somebody should undertake a proper method of schooling young men into the way of soliciting business. Because of this lack of properly qualified solicitors, companies have, unfortunately, a way of buying off important "acquisition staff members" of their competitors that leads to an unwarranted increase in the cost of securing new insurance.

Now this strikes us as very funny indeed. The idea of brokerage being too high because there are not enough brokers is a subject that we have never had to contend with. We are forcibly impressed with the idea that the problem is not beyond us and beg to suggest two remedies, viz: That they procure a sufficient number of German, Hungarian, Slavic, Roumanians and Gypsy translations of the well-known treatise on life insurance canvassing, published at the office of our contemporary, *Insurance*, and that the Austrian government import as many American life insurance agents as it wants to; we will still have enough to go around. There is one very important feature in the statement of the *Oesterreichische Revue* and that is that a lack of insurance agents produces the same ill results that too many of them do. The question then arises: What proportion of life insurance agents to the population of a community is necessary to produce a normal condition of expense?

WE find the following in a late number of the *Guardian*:

In referring to the bill now pending in New Hampshire providing for an amendment to the general insurance laws so that assessment associations having $200,000 cash assets may be authorized to do business in that state, THE WEEKLY UNDERWRITER says that it is "in effect special legislation, as there is no other company (excepting the Mutual Reserve Fund Life Association) to come in under the limit of assets established by the bill." Annual reports for the year ending December 31, 1886, show that in addition to the Mutual Reserve Fund, the Covenant Mutual Benefit of Galesburg, Ill., the Hartford Life and Annuity of Hartford, the Knights Templars and Masonic Mutual Aid of Cincinnati, and the National Life and Maturity of Washington could comply with this requirement. It is probable, also, that, in addition to these associations, the Northwestern Masonic of Chicago and the Massachusetts Benefit of Boston are now eligible, as they were close to the limit named at the time of making their last reports, and have shown an increase since then.

Our New Hampshire correspondent was quite correct in his conclusion although he did not state all the provisions of the bill. It provides that assessment companies having not less

than one hundred thousand dollars deposited for the protection of members with the insurance department of the state where such company is incorporated, and not less than two hundred thousand dollars of cash assets over and above accrued liabilities, shall be admitted and licensed. Our contemporary will see that there is a considerable difference here, and that while the hand is the hand of general legislation, the voice is the voice of special legislation Harper. We think we can point out one infallible test by which our assessment friends may know what is special legislation, and that is to inquire if Harper favors it. Can the *Guardian* point us to one single instance in which Harper has advocated general legislation in the interest of the business of which he claims the headship, or to one measure which would exalt the Mutual Reserve Fund at the expense of its fellows of which he was not the secret inspiration or the open advocate? If so we shall be glad to hear of it.

WE can scarcely blame the South Eastern Tariff Association for its resistance to that clause of the proposed insurance law of Georgia which directs the insurance commissioner to cancel the license of any company entering into a combination with other companies to control rates of insurance, or, as the act puts it to "lessen free competition." The history of all associations of this kind—not excepting the South Eastern Tariff Association—has not been such as to create a belief in the wisdom of their promoters. It will therefore be seen that this legislation strikes a blow at one of the dearest privileges of free citizens, the privilege of acting foolishly whenever they please. We are quite as strongly opposed to this legislation as are the members of the South Eastern Tariff Association, though for a very different reason. Their view is that in such combinations or associations lies the hope of a future for fire underwriting. We should have very little faith in fire underwriting if we believed that its future rested upon so frail a support, so temporary a makeshift, as all tariff associations have thus far proved. What we object to is the political demoralization which the enactment of such a statute exhibits. We have departed a long way from what we still believe to be the principles of our government when we undertake to prevent, Brown and Jones from agreeing upon a price at which they will sell their goods, and it is only one step more, and that a short one, to a law that shall prevent either one of them from fixing a price on his own goods. If the state had granted to any number of insurance companies a monopoly of the business, legislation might be fairly invoked to prevent oppression, but when insurance companies spring up in a night, when no tariff association ever yet comprised in its membership one in ten of the existing companies, and when as a matter of history no tariff association ever maintained a tariff of rates even among its own members for six consecutive months, it is surely bad policy to put useless laws containing mischievous principles upon the statute book. And so we shall be glad to see the South Eastern Tariff Association prevail in Georgia, knowing that at the worst its offences against the public can only be evanescent and transitory, while the offence against free government contemplated by the legislature is permanent and far reaching.

THE Massachusetts Mutual Life insurance company has entered Canada.

Facts and Opinions.

THE Fire Underwriters Association of the Northwest held its annual meeting in Chicago, Wednesday and Thursday of this week. A large number of new members joined the Association, and the membership now numbers nearly three hundred. The opening address was delivered by the president, Mr. Abram Williams; Mr. Hall, of the Northern delivered the annual address, and papers were read by John P. Finley, E. H. Prescott, Franklin MacVeigh, J. J. Berne, C. C. Hine, Theo. Geulich, I. W. Holman and Franklin Webster. The officers for the ensuing year are: President, I. W. Holman; vice-president, J. C. Myers; secretary and treasurer, J. C. Griffiths. The directors elected were: W. T. Bentley, H. S. Eddy, George W. Adams, M. J. Littlejohn, John Howley, T. H. Smith and I. W. Holman, of Chicago; C. W. Potter and J. C. Griffiths, of Wisconsin; M. J. Burns, of Iowa; E. S. Walker, of Indiana; E. C. Preston, Michigan; J. C. Myers, Minnesota.

THE following is from the *London Daily News*:

The *Figaro* has just published an account of a very ancient French institution that, in one form or another, has been in existence for over three centuries. It is called *Les Petits Ménages*, and it receives a number of old people, who must be at least sixty years of age, and may be as much older as they like, and boards and lodges them for life on payment of a lump sum. The sum varies from about £70 for those who require a bedroom to themselves, to about £46 for those who do not mind sleeping in a ward. For this the inmates of *Les Petits Ménages* have an excellent table, a fine garden in one of the healthiest suburbs of Paris, and nine francs a month for pocket money, for the remainder of their natural lives, a term that, in this pure air and these peaceful surroundings, often carries them on to eighty or ninety years of age. Those who cannot afford to pay the sum in a lump may pay it in installments of ten or twelve pounds a year, according to the measure of the accommodation. This system of boarding insurance seems to meet a widespread want. There must be tens of thousands who, from the wreck of a private fortune or by the savings of a life of labor, could scrape together just enough to entitle them to necessary comforts in their declining years, if only the actuaries would help them to lay it out to the best advantage. The *Figaro* is not clear as to the whether this scheme is entirely self-supporting; and a furtivo mention of *L' Assistance Publique* seems to show that it is not. In either case it might deserve consideration amongst ourselves. Our poor law might be modified so as to meet needy people half-way in their very laudable desire to escape the poor house; or the insurance companies, on the other hand, might go the whole way to meet the wants of those who require no charity at all. If only the companies were more inventive, they might double their business and help to settle "the social question" at the same time.

THE following lucid paragraph is found in the daily press reports under date of Buffalo, September 13:

After considerable work has been expended on the problem the underwriters have adjusted the rates of elevator grain insurance so that they are as low as those in any other part, and thereby have made a heavy bid for grain for winter storage. At present fully nine-tenths of the grain received here goes out inside of thirty days, and it has long been felt that something ought to be done to hold more grain over winter. There has been no change in thirty day rates, and none on longer time, unless the shipper specifies the time when the grain is stored. The percentage of reduction varies for different lengths of time, and is too technical to be easily understood, but it ought to satisfy both the shipper, who thereby pays less per bushel, and the companies, which will undoubtedly secure considerable more business by the new tariff.

Our readers will doubtless be interested in learning that stopping grain all winter in Buffalo creates more business for insurance companies. Increases the crop, we suppose.

THE examination by the New York insurance department of the Manufacturers Accident Indemnity company of Geneva, N. Y., an institution that commenced business on the first day of January last, has been completed. The

examiners find that it has a membership of 2,902, and $10,693,575 of insurance in force. Its cash receipts have amounted to $31,606.47. There was paid to the members on account of casualty risks, no death losses having been incurred, $3,089.35, and there is on hand $2,517.05 available to pay losses with. It has cost the insured about $26,000 to distribute nearly $3,100, and to have $2,500 on hand. The examiners find that the "reserve fund" and the form of contract relating thereto are illegal, and the use of the same was discontinued after issuing some 275 of such certificates.

THE following little bit of common sense from the *Canadian Journal of Commerce*, is of a kind of wholesome refreshment that the general public can partake of freely without any injurious effect:

Insurance forms one of the principal pillars upon which the system of commercial credit rests, consequently any abuse of it is an offence against mercantile interests, both individually and collectively. It is of the utmost importance, therefore, to every business man that it should fulfill, as nearly as possible, its theoretic ideal of being an absolute provision for indemnity against loss, whilst preventing any avoidable destruction of property. If we consider fully the hindrances which have hitherto prevented the attachment of this ideal, and can realize the necessity of individual sacrifice for the general good, we can comprehend more fully the scientific idea of insurance, and recognize its strict justice, absolute impartiality and wholesome effect, in the promotion of preventive measures, can bend our efforts to secure its adoption.

A NEW company to be entitled the American Mutual Liability insurance company has been organized in Boston, pursuant to the law enacted last year by the Massachusetts legislature, rendering the liability of employers more stringent in case of accident to their employes. The board of directors consists of William F. Draper, Andrew G. Pierce, T. Quincy Browne, John E. Sanford, formerly insurance commissioner of Massachusetts, William C. Lovering, Lucius M. Sargent, Thomas J. Borden and Josiah C. Bartlett. The officers are: Mr. Lovering, president; Mr. Bartlett, vice-president and Mr. S. A. Williams, secretary. The object of the company is to insure manufacturers against losses from claims of employes for personal injuries received in their service.

THE annual meeting and dinner of the Massachusetts Mutual Fire Insurance Union was held at Boston September 9. Representatives of twenty Massachusetts mutual companies sat down to the banquet. Resolutions were passed upon the deaths of C. M. Miles, vice-president of the Worcester Mutual and L. H. Bradford, president of the Fitchburg Mutual. The following officers were elected: President, E. B. Stoddard of Worcester; vice-presidents, T. H. Johnson and George Heyward; secretary and treasurer, Alfred L. Barbour; executive committee, H. C. Bigelow of Boston, E. M. Tucke of Lowell, C. A. Howland and E. Howe, Jr.

MESSRS. SHANNON AND HORAN, appointed by Superintendent Maxwell to examine the Glens Falls insurance company, rendered their report September 7. In it they state that their examination was made as of July 1, 1887, and that the company is in possession of a surplus beyond all liabilities amounting to $814,164.27. That they excluded from the assets $3,140.07 of agents' balances more than three months due and $403 of bills receivable taken for agents' indebtedness. That otherwise the surplus corresponds with the company's statement of July 1.

WE learn from Concord, New Hampshire, that five or six of the smaller stock companies of that state are forming an association to be called the "New Hampshire Fire Underwriters," and to issue a joint policy not to exceed $10,000, on the better class of risks in all the cities and large towns in the northern and western states, having good fire departments. Mr. L. Jackman, secretary of the Capital Fire insurance company of Concord, we understand, is to act as manager for the combination, and all policies are to be issued from the office of that company to agents and brokers in the cities and towns chosen.

IN commenting upon the New Orleans fire department the *Vindicator* says:

Were we called upon to prove the charge which has so often been made that the work done by the New Orleans fire department was of a very inferior character, and that consequently the department was inefficient, we should want no better witness than Chief O'Connor himself. In the statement furnished to the city council the chief undertakes to give the total losses by fire during the first six months of 1887, and the total amount of insurance involved. We find from this report that the total loss amounted to $714,745, and the total amount of insurance involved was $1,282,665. It will thus be seen that the percentage of loss to insurance involved is over fifty per cent.

IN the list of companies published by the London *Commercial World*, as having been insurers of Mr. Whiteley's premises which were burned recently, we find the United States represented by the following: Western of Plymouth, Capital, Hanover, Lincoln, Fidelity, German-American, Kansas City, Royal of Birmingham, Louisiana, N. O., Equitable, N. Y., Council Bluffs and Mississippi Home.

THE Louisville Board of Fire Underwriters, at its quarterly meeting in October, will discuss and probably rescind the by-law which makes an agent's business his own and which prohibits him, in case of the transfer of a company to him from soliciting its old business.

THE Boston *Commercial Bulletin* publishes the fire loss in New Hampshire for the month of August as being $178,-462. The insurance is stated at $85,687. The total loss up to September 1, amounts to $1,279,118. The entire fire loss for August, 1886, was only $15,000.

OWING to the Boston Tariff Association having refused to make the reduction on leather rates asked for, one of the large leather houses in that city has declined to renew with the stock companies and will insure with the mutuals.

THE committee appointed by the board of directors of the American Exchange fire insurance company, to consider the question of re-insuring that company, will make its final report on Monday next.

IT is announced that the directors of the North Star Mutual Fire insurance company of St. Paul, Minn., have decided to wind up its affairs, owing to recent heavy losses.

Insurance Legislation.

Georgia.

ATLANTA, Ga., September 13.—The house tabled on yesterday the bills for the relief of the Imperial Fire insurance company of London, and the Home Provident Safety Fund Association of New York.

Insurance in the Courts.

A decision in the case of the People *ex rel.*, the Hanover Fire insurance company against Michael Coleman *et al.*, commissioner of taxes and assessments, has been rendered by the general term of the supreme court of the state of New York. The opinion by Van Brunt, *P. J.*, is as follows:

The respondent upon this appeal is a corporation doing business in the city of New York, and was assessed for the purposes of taxation by the appellants herein. For the purpose of such taxation the appellants assessed the value of the capital stock and surplus of the company at $1,459,447 made up as follows:

Capital at par	$1,000,000 00
Surplus	459,447 00
Total	$1,459,447 00

The appellants then found that the respondents were entitled to the following exceptions:

United States bonds	$1,570,026 00
Amount invested in other corporations taxable on their capital stock	44,500 00
Ten per cent. upon capital	100,000 00
Value of National Bank shares held by company	19,425 00
Total	$1,734,851 00

being more than the value of the capital and surplus.

The commissioners also assessed upon separate assessment rolls relating to national bank stocks, the national bank stock of the company, and declined to allow any exemptions or deductions. Upon *certiorari* such assessment was set aside, and from the order thereupon entered this appeal is taken. It would seem that the tax commissioners have the right to assess national bank shares upon separate rolls (McMahon against Palmer, 102 N. Y., 176), but the use of separate rolls cannot be made a means of discrimination against national bank shares. The personal property of the respondent is accessible in the manner prescribed by law, and for the purpose of taxation the law has provided that the value of the capital stock, after making the deductions and exemptions provided by law, shall be the personal property upon which a corporation shall be assessed. For the purpose in the case at bar of ascertaining the value of the respondent's capital stock, the appellants took the capital stock at par and added thereto the surplus, which two items embraced all the assets of the company, and upon making the deductions and exemptions allowed by law, no residue remained for taxation.

In the capital and surplus this bank stock was included as part of the assets, and thus included, there was an excess of deductions and exemptions. Now, by deducting this bank stock from the capital and surplus and putting it upon a separate list, it cannot be made, under such circumstances, the subject of taxation. This would be making a discrimination against national bank shares in contravention of the federal statute. No other class of personal property could be made in this way a subject for taxation, and, therefore, national bank stock cannot, by any such process, be withdrawn from the exemptions and reductions allowed to other personal property.

The appellants having determined the value of the respondents' capital stock for the purpose of assessment, the court cannot, upon this appeal, review that determination, but must ascertain the rights of the parties upon that basis of valuation, the company not being an appellant or complaining of such valuation. The only question being, whether that value being given to the capital stock for the purposes of taxation, these bank shares should be taxed in addition. It appearing, as has been stated, that such national bank shares went to make up the value of said capital stock, and were included in its valuation, and that after the deductions and exemptions allowed by law, the corporation was not liable to taxation upon its personal property, such national bank stock was not liable to taxation, and could not be assessed without violation of the federal statute. The order appealed from must be affirmed with costs.

Personals.

AGENCY APPOINTMENTS.

Connecticut Mutual Life: E. D. Wilkes, Abington, Mass.

Employers Liability: Hansel & Brown, Peoria, Ill.

Equitable Life: Charles T. Smith, Boston, Mass.

Mutual Life: F. E. Mack, Boston, Mass; John R. Fell, NewOrleans, La.

New York Life: C. E. Flanders, Boston, Mass.; C. Knappe, Cambridgeport, Mass.

North British and Mercantile: S. E. Waggoner, state agent for Missouri.

Northwestern Mutual Life: William P. Shell, Philadelphia, Pa.

Penn Mutual Life: T. H. MacBride, Boston, Mass.

Provident Savings Life: T. F. Byron, Lowell, Mass.; I. White, Springfield, Mass.

United States Life: H. P. Olive, Boston, Mass.

Union Mutual Life: M. Dickson, Warren, Mass.

Messrs. Archibald C. Haynes, Joseph Sandberg and S. E. Mulford of Cincinnati have withdrawn from the firm of Vanuxem, Haynes, Sandberg & Co., representing the New York Life, in Pennsylvania, Ohio, Illinois and Delaware. The business of the company in these four states will hereafter be conducted by L. C. Vanuxem & Co. Mr. Haynes will work for the company in New York city. Mr. Mulford remains as manager for Ohio, and Mr. Sandberg's labors will be more especially confined to Pennsylvania.

Mr. William Dickinson one of the organizers of the State Mutual Life insurance company, a member of its first board of directors and for thirty-eight years treasurer of the company, died at Worcester, Mass., on the 5th inst., aged eighty-one.

Mr. Frank S. Palfrey of the New Orleans agency of Palfrey Bros., has retired from the firm. Mr. E. D. Palfrey, the senior member will continue the business in his own name.

Mr. Neil Gilmour of Ballston, N. Y., has been appointed by the Ætna insurance company of Hartford, assistant general manager for New York with headquarters at Albany.

Mr. E. P. Heaton has been appointed special agent and adjuster of the London and Lancashire insurance company, and Mr. G. M. Egbert inspector for the company.

Mr. Lyman W. Briggs late vice-president of the American Surety company, died on Wednesday the 12th inst. The funeral took place at Fairport, N. Y., on Thursday last.

Mr. E. Rogers Owen of London, fire manager of the Commercial Union Assurance Company, has arrived in Canada, and is expected in New York, next week.

Mr. Richard V. De Witt, secretary of the Commerce insurance company of Albany, has been appointed a fire commissioner for that city.

Miscellany.

Something Besides an Insurance Man.

BY H. H. HALL.*

We meet as men under authority; self-interest as well as honorable obligation compel the most assiduous attention to the daily task. Whatever degree of independence we flatter ourselves we possess, it is clear that, being in the employ of others, we are under bonds to give to our business our best energies and abilities. If with such employment there is discretion accorded to us, and we find ourselves free to plan our own methods and employ our own time, the obligation remains to return full measure for confidence bestowed and compensation expected. There is nothing ignoble in this conception, and it is well to have the burden of obligation

* A paper read by Mr. Hall before the Fire Underwriters Association of the Northwest.

felt. Our occupation is one that in many of its features is contracting. It is a business of detail; the ordinary phases of it call for persistent attention on monotonous lines. There is but little scope for originality. The office work is steady routine; outside the office there are peculiar influences in our business wich tend to narrow the mind. There is no other business that gives rise to so much gossip and small talk as ours. We cannot make our plans and bring them to maturity in secret. The smallest details of the affairs of our companies are spread broadcast by the state officials. The amount of profit or loss each year, the amount of business in each town and city, the amount of salaries paid—all these matters, which in other lines of business would be scrupulously concealed, are with us open to the inspection of all. Having agents in common, all these various items are considered and must be talked about.

Now all this chatter is demeaning. Our losses, as they are from time to time published, give occasion for more talk, until we find ourselves taking on complacency, not so much for the success we each attain, but the greater disaster of our competitors. This alertness to record the misfortunes of others is to the last degree narrowing. We are all conscious of these peculiarities in our business, and a moment's reflection will convince us of their pernicious tendency, and we must determine whether this business of fire insurance shall control us or we master it.

This association has accomplished much in raising the standard of our business. It has opened up lines of thought, and given incentive for inquiry research—has shown that there is in the business of fire underwriting scope for the highest mental effort; that, we need not sink to the level of mere routine, we need not make the gossip and prattle of the trade the controlling influences in it, but our aspirations may be as high, and our attainments may be as great as can can be offered by any profession. It is only necessary to examine the annual proceedings of this association and the programme of the present meeting, to have ample evidence of the possible scope of fire underwriting. There is scarcely a branch of physics that has not been levied upon for its contribution to the better equipment of its members for the discharge of their daily duties.

This attempt to get the most out of our occupation, this encouragement to studious effort, broadens the mind and frees it from the fetters that the routine of our business fastens upon it. But consider all the lines of thought that have been or may be suggested, all the incentives for deep research that have been presented, and the ideal fire underwriter, as he has been portrayed, a man of such deep knowledge of human nature that he can defeat all fraudulent claims; who has so mastered the abstruse law of probability that his ratings have all the force of algebraic demonstrations; so grounded in the law that his contracts are models of legal phrasing; so well versed in the operations of natural law, so familiar with all scientific research, and so imbued with the good, the true and the beautiful that he brings to bear on the daily routine the wisdom of Solon and the sweet persuasion of the guileless Tupper.

When we have all this, high as the standard has been raised, we claim that if from the time required for such attainment there had been reserved a remnant for purposes other than business, our ideal underwriter would be a more complete character.

The profitable use of this remnant of time from the industrious life of a fire insurance man now becomes our theme.

We have examples of successful insurance men who are also actively engaged in other branches of business enterprise, but such examples cannot be held up for emulation, and no encouragement shall be given for the employment of time pledged to another's service in any other form of business activity than that for which the engagement is made. There is in our business sufficient scope for any man's abilities, and if any one employed in it is not content with its compensations he should seek other employment. Nothing is so vexatious as the habit of listless, perfunctory service of certain juniors in the business, and if they elect to sink into ruts, it is only because they lack the energy and industry to force advancement; "opportunity waits on preparation."

Nothing need be said in the way of demonstration of the capacity of men engaged in our business for high political position, but such service cannot be undertaken in connection with our insurance duties save to such an extent as permits no encroachment upon business hours. The war governor of Connecticut, Mr. Buckingham, was once an insurance agent, and the same guild has also given to Massachusetts a governor and to the nation a cabinet officer. While an insurance officer cannot be an office seeker or holder save in exceptional instances, yet examples are not wanting of active insurance men exerting a healthful and potent influence in political affairs. Mark Howard, president of the National Fire insurance company of Hartford, a man whose name is a synonym of all that is honorable in fire underwriting and financial trust, was active in the best sense in political life, though not an office seeker. Of inflexible integrity, his influence in his political party was always given toward purity and the elevation of political methods.

When Gideon Welles was summoned to Washington to accept a cabinet appointment, and was offered either the portfolio of the navy or the postmaster-generalship, both President Lincoln and Mr. Welles consulted Mr. Howard, and it was doubtless due to this gentlemen's advice that Mr. Welles became secretary of the navy. In such forms of political activity, the opportunity for public service has been often improved by active insurance men. Edward A. Walton, president of the Citizens insurance company, has, without neglect of his business, been active in the councils of his political party, and has served as an elector on a presidential ticket. The cause of education is one that can be served without encroachment on business hours, and the city of New York never had a more efficient president of its board of education than when this office was filled by a fire underwriter (James M. McLean). The life and soul of the New England Society of the city of New York was Joseph Hoxie, president of the Commonwealth insurance company, and Joseph Walker, president of the Security insurance company, was in his day active in all forms of organized benevolence. One who has rendered perhaps greater service to the fire underwriters as a whole than any other has written, "I hold that a man holds his first duty as a citizen to his country, to society and to the cause of morality, and then to his business. It is true he may not become a rich man, but when he has lived as long as I have he will have a more satisfactory retrospect than if he had been of one idea only."

The record of fire insurance men in all forms of social and religious activity is an honorable one. We find among the incorporators of the New York Historical Society two insurance men. Henry A. Oakley, president of the Howard insurance company, has been connected with that corporation from early youth, and during such connection has not only held a leading place in all associations of fire underwriters, but has filled the position of president of the Mercantile Library, president of the New York Bible Society, and of St. Johnland (a most commendable form of Christian beneficence). In addition to these important positions, he is at the present time the executive head of St. Luke's Hospital. John H. Washburn may without undue exaggeration be said to be a busy insurance man, yet he finds time to serve as chairman of the executive committee of the American Missionary Association This society is accomplishing a great work in the education and evangelization of three races in our country, the African, the Chinese and the Indian. It has under its control 129 churches, eighty schools and 426 missionaries and teachers, together with six chartered universities.

Mr. Washburn has for one of his associates Gen. Clinton B. Fisk, who at one time was vice-president of the Metropolitan insurance company, whose honored name is borne by a university in Tennessee devoted to the higher education of negro youth; while with the two gentlemen last named another fire underwriter, Charles A. Hall, was also connected with the executive board of the American Missionary Association.

There never has been engaged in our business a more active or fertile brain than that of George T. Hope. Of untiring energy and industry, he not only built up a great company, but was instrumental in securing a paid fire department in New York city, and was always unremitting in his endeavors to advance the general interests of our business; and at the same time he was a forceful leader in the social and missionary work of the religious denomination to which he belonged.

The humble form of religious work in the Sunday school can be alluded to as bringing into prominence the pure life of A. B. McDonald, New York manager of the Royal insurance company, who for a quarter of a century was a Sunday school superintendent. Such a service, undertaken in the spirit in which Mr. McDonald performed it, cannot be too highly commended.

It is of another branch of insurance that we draw forth an old Boston chestnut. It is said of a prominent life insurance man of that city that, in his exordium of a very touching address to a Sunday school, he said : "My dear children, there are two kinds of assurance, assurance of faith and life assurance. The latter I shall be glad to explain to your fathers at my office, the former will now have my attention." To shield them from the charge of making use of the highest profession to advance their business interests, we will refrain from alluding to the activities of fire insurance men in church work. The contribution of one agent to this address is: "We have several insurance men who are prominent in their churches, but I believe that they almost all have to be watched," and we will leave them to be thus scrutinized. We would be glad to shield them from calumny, but if their motives are pure, and purposes sincere, they will stand the test of rigid criticism and they are sure to find in their work compensation for all manner of evil that may be said against them falsely.

Some time, let us hope, a fitting tribute will be made to the underwriter as a soldier. The ranks of the blue and gray held many insurance men, and for brave deeds on the battlefield and patient endurance of the fatigues of the march, the sufferings in the hospital and prison, they were not found wanting in true heroism. And to-day in the agency force, in field work, and in office chairs, we accord a greater degree of respect to those whom we know to have been brave soldiers, and we are proud to have known as underwriters those who in times of national peril proved themselves men. If it was our purpose to present the achievements of men who have been at some time connected with our business, and who either prior or subsequent to such connection have rendered distinguished service to their fellow men, we should not lack for abundant material.

It serves our present purpose to record the employment of spare time by such of our confreres as are known to be industrious and attentive to their insurance work. There is a form of service which is highly commendable, and in which insurance men are actively engaged—that is, service as trustees of savings institutions; but as it is in some degree helpful to their insurance career, we will not dwell upon it here. It is the purely uncommercial occupation of time that we desire to record.

C. T. Hopkins, first as secretary and then as president of the California insurance company, was for twenty years a prominent factor in fire underwriting on the Pacific coast, yet at the same time he found opportunity for the cultivation of his artistic and literary tastes. He has been organist of a church and leader of an oratorio society, and has written a book on the "Laws of Business for Business Men." In New Orleans, Horace Carpenter, secretary of the Sun Mutual insurance company, handles both the brush and pencil with skill. Chas. E. Price of the Crescent insurance company is considered the best wood carver in his section. Edward Livingston and Marshall J. Smith, Jr., have each achieved local distinction as artists. In Providence, John Kingsbury, for many years president of the Providence-Washington insurance company, was during his active business life identified with educational and benevolent work, being one of the trustees of the Brown University and Butler Asylum for the Insane. William M. Rodman, president of the Franklin Mutual insurance company, was at one time mayor of the city, and was the author of many fugitive poems of considerable merit. In Baltimore, John G. Proud, insurance agent, was for many years historiographer of St. John's College and wrote many biographical sketches in which was displayed more than ordinary literary talent, while G. B. Coale, another insurance agent, was recognized as a literary and musical critic of great abilities.

In all forms of benevolent and educational work in Hartford the insurance men do their full share, and in all of the savings banks the underwriters are represented as trustees. Mr. Hendee, while agent of the Ætna insurance company, was state senator and state treasurer. It is the pride of one Hartford president that when he was an agent he sang in a choir; and of another, when justice of the peace, that he married a couple. "Eustis" is the title of a novel recently published by Osgood & Co., the production of an active and versatile Boston insurance agent, Robert A. Boit. R. V. De Witt, secretary of the Commerce of Albany, holds a ready pen and has written many meritorious articles in a humorous vein, as well as for the encouragement of sportsmanship. He was a frequent contributor to the *Knickerbocker*, as well as to *Graham's Magazine*. *Chamber's Journal* (Edinburgh) has published articles of Mr. De Witt, paid for in sterling exchange. One, entitled "Yankee Boat Race," has especial merit. In this is displayed original scriptural research. "At this race I heard for the first time the now well-known expression 'going back' on a man. It is not generally known that 'going back' is not slang, but scriptural, as Jephtha, in Judges (11-35), used it when he said he could not go back on his vow, using the expression in the modern sense."

A few years since a historical paper was published by Major C. E. Bliven on the Maumee Valley and its pioneers, and this contribution to American history was highly appreciated by the historical societies of this country. The opportunities presented to insurance men, especially to special agents, for securing the traditions and historical facts of numerous localities are very great, and if improved their effort would be highly prized by those who are interested in American history. It is remarkable what slight interest is taken by people generally in the minor historical events of their own country. An exceptional case of ignorance, even in current political history, was recently exhibited on a Jersey City ferryboat. The question was asked of a New York city business man, a resident of New Jersey, "What is the name of the present governor?" and the same question was asked of twelve New York business men, all residents of New Jersey, and none could answer the question; when the same information was asked of the secretary of a fire insurance company and it was given. But the worthy secretary was accorded no credit for his knowledge, as it was intimated that being a fire underwriter he might probably have made an application for a pardon.

The secretary of the "Old and Tried" assures us that his good wife has changed the motto in his domestic circle and salutes the head of the family as the "old and tired"; and we can be sure that to Colonel Cunningham there often comes weariness from his labors for the Glens Falls, yet of his crowded hours he reserves a part for his fellow citizens. When his townsmen desired to pay special honor to the memory of General Grant it was Mr. Cunningham who was selected to give voice to their feelings, and his comrades of the Grand Army turned to him for expression of their love for the dead. Nothing more eloquent or more appropriate has been said of General Grant than this from our friend's oration: "Now, death, as if afraid to assault, lays siege to his life in the most insidious manner, and how all our sympathy pours out to the calm, the patient, manly man in his days and months of suffering, endured almost within our sight, so public was it all. Conscious of a fatal disease, conscious of his poverty, how he turns in love and duty to the wife of his heart, the devoted partner of his early life. She who had shared his obscurity and early struggles, and whom he made to share his honor and his fame; she who must stand by his side before kings and princes and foreign courts, and who must lie beside him in death; she who would soon be his dependent widow. Think how he toiled, defying suffering and weakness, and made even death stand aside until his work for her comfort and support was finished. He was again the plodding farmer toiling for the daily bread of those he loved, the woodman at the side of his patient oxen hauling his product to St. Louis; again the leather maker of Galena; in his patient, anxious labor and single purpose overcoming amazing physical protests, resolute and determined in his work of love."

Charles R. Knowles of Albany gives to the country village in which he was born a quickening and helpful influence for its improvement and advancement.

In a compilation entitled "Golden Leaves of American Poets" is given a little poem by Frank W. Ballard, who it will be seen during his career as underwriter and editor had, like many others, the softening influence of the remembrance of his beloved dead.

LITTLE MAY.

She is not dead,
But sleeps,
Besides her cradle bed
My memory keeps
The vigil sad.

Awake, my child,
Awake!
Tis long since thou has smiled;
My heart will break,
Unless beguiled.

No voice replies—
Those lips
Naugh echo to my cries;
In life's eclipse
The silent lies.

That brow so cold—
Those eyes
No more my face behold;—
Alas! she lies
Within death's fold.

She dwells with God;—
Her feet,
With heavenly sandals shod,
Traverse the street
By angels trod.

Then let her sleep—
Her dreams
Are bliss. Dear Saviour, keep,
Near Eden's streams,
The lamb we weep.

It is unnecessary to allude in this association to the facile pen of Thos. S. Chard. Whenever vicious or ignorant legislation is to be combated, or the correct principles of our business are to be elucidated, no pen is more effective than that of Mr. Chard, and it is not to our business alone that its graceful and virile power is given. We cannot select a more fitting couplet as the text for our general subject than this of his :

"And he who will his cup of water share, divide his crust—a brother may be fed—
Is, in the sight of heaven, a millionaire, though he may have not where to lay his head."

While we have had many versifiers in our business, the leading place as a poet may be accorded to Wm. Pitt Palmer, who for many years was president of the Manhattan insurance company. A volume of the poems of this kindly man has been published by Putnam, under the title of "Echoes of Half a Century," dedicated to President Mark Hopkins, who encouraged the publication. His poetic fancy at times followed a humorous vein as in

THE SMACK AT SCHOOL.

'Mid Berkshire hills, not far away,
A district school, one winter day,
Was humming with the wonted noise
Of three score mingled girls and boys;
Some few upon their tasks intent
But more on furtive mischief bent,
The while the master's downward look
Was fastened on a copy book;
When, suddenly, behind his back
Rose sharp and clear a ringing smack,
As 'twere a battery of bliss
Let off in one tremendous kiss!
"What's that?" the startled master cries.
"That, Thir," a little imp replies,
"Wath William Willeth, if you pleathe,
I thaw him kith Thuthannah Peathe!"

With frown to make a statue thrill,
The magnate beckoned "Hither, Will!"
Like wretch o'ertaken in his track
With stolen chattels on his back,
Will hung his head in fear and shame,
And to the awful presence came—
A great, green, bashful simpleton,
The butt of all good natured fun.

With smile suppressed, and birch upraised,
The master faltered, "I'm amazed
That you, my biggest pupil should
Be guilty of an act so rude,
Before the whole set—school to boot—
What evil genius put you to't?"
"'Twas she, herself, sir," sobbed the lad,
"I didn't mean to be so bad;"
But when Susannah shook her curls,
And whispered, "I was 'fraid of girls,
And durstn't kiss a baby's doll,
I couldn't stand it, sir, at all,
But up and kissed her on the spot!
I know—boo boo—I ought to not,
But somehow from her looks—boo boo—
I thought she kind o' wished me too."

Those of us who had the pleasure of the acquaintance of this genial poet would not have imagined that his muse would have led in the direction of

SOFT AND SOFTER.

One eve in velvet bravery arrayed,
As Phil sat toying with his darling maid,
Her little buxom waist's bewitching charm
The while half folded in his furtive arm,
He took her dimpled hand, and with a smile,
Stealing it gently o'er the silken pile,
Asked, in a tender silence of love chat,
If palm e'er fondled aught so soft as that.

She archly answered, "Might I venture, pet,
I could press your's on something softer yet."
With sidelong glance of amorous mistrust
Adown the graceful neck and swelling bust,
Whose ermine cape, his darling fancy taught,
Was the coy "something" of the maiden's thought;
He fondly sighed, to finger's ends a thrill,
"Ah dearest, do—my hand is at your will!"
But O, lost rapture!—for no sooner said,
She gayly clapt it pat on his own head.

We are willing to acknowledge that the Rochester-German insurance company is an active institution and its secretary finds his business cares exacting, yet H. F. Atwood has achieved a high position in scientific circles, chiefly in microscopy.

Undertaking this study in leisure hours, purely from his love for natural history, he has held the position of secretary and vice-president of the Illinois Microscopical society, vice-president of the American Society of Microscopists, president of the Rochester Academy of Science and fellow of the Royal Society of London. He has, at the request of the health commissioners of Chicago, made a report on the prevalence of *trichina spiralis* in western swine, and has invented a new apparatus for photomicography which has been highly endorsed by prominent microscopists. Our theme could not be better illustrated than by the honorable career of Mr. Atwood.

From all sections of the country we can draw similar examples worthy of emulation. But in none of the cases cited has an insurance career been impaired by the fact that it has not been the one idea of life.

It is not necessary to exaggerate the importance of the services variously rendered, our purpose is not served by the measure of their value. This only is to us important, that a man may be a good insurance man without giving to business all of his social and domestic life.

The purpose of this address will have been sadly misapprehended if there has been found in it any encouragement for the neglect of the business in which we find ourselves. The emphasis of it should be laid upon a proper employment of the time spared to us for our own. The use of this remnant goes far in forming character, and its reflex influence upon our business can make us something besides insurance men and quicken our business activity by higher impulses.

"This above all, to our own selves be true, and it must follow, as the night the day, we cannot then be false to any man."

Life Insurance Payments.

The following is the report of the life insurance companies of the United States, to THE WEEKLY UNDERWRITER of the death claims and endowments paid by them during the month of August, 1887.

COMPANIES.	Death Claims.	Endowments.	Total Payments.
Ætna Life	$155,624	$33,010	$188,634
American Life	17,800	.....	17,800
Brooklyn Life	3,915	.....	3,915
Connecticut General Life	11,830	799	12,629
Connecticut Mutual Life	.....	.....	.....
Continental Life	.....	.....	.....
Covenant Mutual Life	2,024	.....	2,024
Equitable Life, Des Moines	.....	.....	.....
Equitable Life, New York	.....	.....	.....
Germania Life	51,328	7,638	58,966
Home Life	13,325	4,000	17,325
John Hancock Mutual Life	37,847	3,155	41,002
Manhattan Life	.....	.....	.....
Maryland Life	11,000	.....	11,000
Massachusetts Mutual Life	15,563	10,382	25,945
Metropolitan Life	178,242	5,000	183,242
Michigan Mutual Life	18,225	12,616	30,841
Mutual Life, New York	537,090	104,917	642,007
*Mutual Life, Ky	5,000	.....	5,000
Mutual Benefit Life	244,493	13,510	258,003
National Life U. S. A.	14,240	.....	14,240
National Life, Vermont	21,800	3,025	24,825
New York Life	240,090	*a*	240,090
Northwestern Mutual Life	115,918	31,600	147,518
Pacific Mutual Life	.....	.....	.....
Penn Mutual Life	61,404	1,132	62,536
Phœnix Mutual Life	78,178	14,829	93,007
Provident Life and Trust, Philadelphia	45,783	3,525	49,308
Prudential Life	76,390	.....	76,390
State Mutual Life	14,000	9,335	23,335
Travelers	22,617	11,531	34,148
Union Central Life	13,000	.....	13,000
Union Mutual Life	21,511	19,121	40,632
United States Life	17,140	2,000	19,140
Vermont Life	.....	.....	.....
Washington Life	44,248	9,271	53,519
Totals	$2,089,625	$300,396	$2,390,021

* Formerly the Southern Mutual Life of Louisville.
a Endowment payment not given.

Payments Since Organization.

The following table shows the total amount reported paid on death claims and endowments, from their organization to Aug. 31, 1887, inclusive, by the life insurance companies whose monthly lists are printed in The Weekly Underwriter.

Date of Organization.	Companies.	Death Claims.	Endowments.	Total Payments.
1850	Ætna Life	$25,404,162	$8,583,616	$33,987,778
1850	American Life	7,325,447	172,796	7,498,243
1864	Brooklyn Life	2,203,171	1,236,802	3,439,973
1865	Connecticut General Life	1,285,969	397,936	1,683,905
1846	Connecticut Mutual Life	*d* 54,864,256	*d* 8,946,776	*d* 63,811,032
1862	Continental Life	*b* 1,990,331	*b* 1,270,000	*b* 3,260,331
1853	Covenant Mutual Life	826,911	80,154	907,065
1867	Equitable Life, Des Moines	182,014	37,411	219,425
1859	Equitable Life, New York	*c* 47,380,288	*c* 5,206,324	*c* 52,586,612
1860	Germania Life	10,571,880	1,873,829	12,445,709
1860	Home Life	4,717,904	1,193,230	5,911,134
1862	†John Hancock Mutual Life	3,775,946	1,076,304	4,852,250
1850	Manhattan Life	*d* 14,106,456	*d* 1,356,591	*d* 15,463,047
1864	Maryland Life	957,052	67,281	1,024,333
1851	Massachusetts Mutual Life	7,761,410	1,433,233	9,194,643
1867	†Metropolitan Life	8,456,161	508,241	8,964,402
1867	Michigan Mutual Life	1,350,297	321,593	1,671,890
1843	Mutual Life, New York	84,375,590	28,052,561	112,428,151
1866	*Mutual Life, Ky	1,181,675	39,412	1,221,087
1845	Mutual Benefit Life	44,835,019	4,024,298	48,859,317
1868	National Life U. S. A.	3,230,036	262,023	3,492,059
1850	National Life, Vermont	2,280,203	164,123	2,444,326
1845	New York Life	39,028,749	*a* 9,733,864	48,762,613
1857	Northwestern Mutual Life	15,201,041	5,720,532	20,921,573
1868	Pacific Mutual Life	*d* 1,680,872	*d* 546,969	*d* 2,227,841
1847	Penn Mutual Life	8,744,127	696,683	9,440,810
1851	Phœnix Mutual Life	12,480,886	2,267,195	14,748,081
1865	Prov. Life and Trust, Phila	3,729,725	897,463	4,627,188
1876	‡Prudential Life	2,447,749	.....	2,447,749
1845	State Mutual Life	2,676,384	506,344	3,182,728
1866	Travelers	3,158,081	526,762	3,684,843
1867	Union Central Life	1,559,679	132,103	1,691,782
1849	Union Mutual Life	9,056,651	3,696,596	12,753,247
1850	United States Life	6,476,884	844,903	7,321,787
1869	Vermont Life	111,865	18,137	130,002
1860	Washington Life	6,575,286	1,634,923	8,210,209
	Totals	$441,990,157	$93,527,008	$535,517,165

† Partially industrial insurance. ‡Wholly industrial insurance.
* Formerly the Southern Mutual Life of Louisville.
a Amount of Endowment payments to January 1, 1887.
b Amount of payments to May 31, 1887.
c Amount of payments to June 30, 1887.
d Amount of payments to July 31, 1887.

How Life Insurance Agents may Succeed.

One class of unsuccessful agents are the lazy ones—men who want to draw pay and do nothing for it. Another class are those who are entirely unfitted by temperament for canvassing work. The third class are the men who believe everything they hear from competitors, and nothing from the home office. In other words, they assume that every statement made against their company by rival agents is true and cannot be refuted.

The successful agent is the man who knows the history of his company, the character of its management, and its financial ability to meet every obligation, and who is not afraid to express his opinion on the subject when in competition with others.

The agent in life insurance to succeed must be well rooted and grounded in the belief that his company is not only sound and solvent, but progressive; that the management is honest and honorable, and that its plans of insurance are popular and just. Believing all this, he enters the field fully equipped for business. Asserting them he succeeds. Not necessarily must he decry other companies and their plans, but the possession of implicit belief in his own company's plans and management is essential, and his success is assured. Such belief will be the basis of his influence, and his earnestness the basis of success. No one who has ever entered the business of life insurance as an agent was ever successful on the theory that business would come to him, or on the equally fallacious theory that he required an office in which to do his business. The successful agent must solicit day in and day out in the field, and depend upon work as the foundation of success in this business as in every other. The untiring, persevering, energetic agent, mentally qualified for outside canvassing, will prosper in life insurance, as he would in any other business; the man not so equipped would not succeed in life insurance or anything else of a similar nature.—*The Union Mutual.*

Special Notices.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual. and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

The Fidelity & Casualty Co.,

OF NEW YORK.

Nos. 214-216 BROADWAY.

CAPITAL, $250,000.00. ASSETS OVER $600,000.00.

Issues Surety Bonds guaranteeing the fidelity of persons in positions of trust, such as Employes of Railroads, Banks, etc., also Administrators, Guardians, etc.

Issues Accident Policies, containing all modern features, at lower rates than those usually charged.

Also Plate Glass and Boiler Policies of approved forms and at low rates.

AGENTS WILL APPRECIATE THE ADVANTAGE OF DEALING WITH A COMPANY WHICH DOES MORE THAN ONE LINE OF BUSINESS.

OFFICERS.

Wm. M. Richards, President. Geo. F. Seward, Vice-President.
John M. Crane, Secretary. Rob't J. Hillas, Ass't Secretaty.

DIRECTORS.

Geo. S. Coe, - - - - - Pres. American Exchange Nat. Bank.
J. S. T. Stranahan, - - - - - - - Pres. Atlantic Dock Co.
A. E. Orr, - - - - - - - - - Of David Dows & Co.
G. G. Williams, - - - - - - Pres. Chemical National Bank.
A. B. Hull - - - - - - - - - - Retired Merchant.
H. A. Hurlbut, - - - - Pres. of Commissioners of Emigration.
J. D. Vermilye, - - - - - - - - Pres. Merchants Nat. Bank.
John I. Riker, - - - - - - - - - - Of J. L. & D. S. Riker.
A. S. Barnes, - - - - - - - - - , Of A. S. Barnes & Co.
J. G. McCullough, - - - - - - Pres. Panama Railway Co.
T. S. Moore, - - - - - - - - - Of Moore, Low & Wallace.
Wm. M. Richards, - - - - - - - - - - - President.
Geo. F. Seward, - - - - - - - - - - - - Vice-President.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

Seventy-Third Financial Statement, January 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. Clarke, Ass't Sec'y. Charles R. Burt Sec'y

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY OF MILWAUKEE

Is now in the twenty-ninth year of its existence. Its good points include rapid progress, large surplus, large dividends, and a low death rate (0.82 per cent. in 1886).

Amount of insurance in force January 1, 1881, $64,967,081.00
" " " " 1, 1884, 92,083,093.00
" " " " 1, 1887, 127,629,903.00

Surplus on 4 per cent. basis, $4,429,181.07; on 3 per cent. basis, $1,073,620.07. Its dividends are unsurpassed. It is the only Company which has, in recent years, printed tables of current cash dividends for the information of the public.

THE NORTHWESTERN HAS DONE THIS FOR SIXTEEN CONSECUTIVE YEARS.

H. L. PALMER, President. MATTHEW KEENAN, Vice Prest. WILLARD MERRILL, 2d Vice Prest.
EMORY McCLINTOCK, Actuary. J. W. SKINNER, Secretary. L. McKNIGHT, M. D., Med. Director.
J. F. MAKLEY, Assistant Sup't of Agencies Eastern Department, 150 Broadway, New York City.

COMMERCIAL UNION ASSURANCE CO.
LIMITED.
OF LONDON.
OFFICE:
Cor. Pine & William Sts. New York.

THE
Anglo-Nevada Assurance Corporation,
OF SAN FRANCISCO.
MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

1826. THE 1886.
Pennsylvania Fire Insurance Co.,
OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552,617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

Penn Mutual Life Insurance Co.
OF PHILADELPHIA.
INCORPORATED IN 1847.
ASSETS, - - - - - - - - - $9,663,884 26
PURELY MUTUAL.
Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.
EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

The United States Life Ins. Co.,
IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. sec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

BONDSMEN SUPERSEDED.

SURETY ON BONDS.

American Surety Co.,
160 BROADWAY, NEW YORK.

CASH CAPITAL, $500,000.

RICHARD A. ELMER, President.

Bonds Guaranteeing the honesty of Officers and Employes of Banks Railway Express and Telephone Companies, other Corporations and Business Houses.
This Company will act as Surety on Bonds required in the Courts.

RESIDENT TRUSTEES, NEW YORK.

WILLIAM A. WHEELOCK, C. L. TIFFANY,
JULIUS WADSWORTH, E. F. BROWNING,
WILLIAM B. LEONARD, J. W. PINCHOT,
JOHN J. KNOX, GEORGE F. VIETOR,
F. W. VANDERBILT, A. H. BARNEY,
CORNELIUS N. BLISS, L. W. WINCHESTER,
HENRY H. COOK, W. S. GURNEE,
WILLIAM B. KENDALL JAMES A. HAYDEN,
THOMAS C. PLATT, JOHN J. McCOOK,
WILLIAM DOWD, M. W. COOPER,
J. D. RIPLEY, RICHARD A. ELMER,
R. N. HAZARD, C. H. LUDDINGTON,
A. M. HOYT, H. D. LYMAN.

BONDS OF SURETYSHIP.

THE
GUARANTEE
CO. OF NORTH AMERICA.
Head Office: 260 St. James St., Montreal.

The OLDEST and LARGEST in America.

President—SIR ALEXANDER T. GALT.
Vice-President—HON. JAMES FERRIER, Senator.
Managing Director—EDWARD RAWLINGS.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

J. TOMPKINS, Secretary.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817 86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413.982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, SEPTEMBER 24, 1887. No. 13.

Published every Saturday by The Underwriter Printing and Publishing Company.
Subscription price: Five Dollars per annum in advance. Single Number, Ten Cents.
All communications should be addressed THE WEEKLY UNDERWRITER, 15 Courtlandt Street, New York, or 53 Trumbull Street, Hartford, Conn.
Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

WE ventured to express the opinion, not long since, that the underwriters in New York who believed that they could make, of the riders to the standard policy anything they chose, were reckoning without a due regard to the meaning of the language of the law. The attorney-general appears to be of the same mind, as will be seen from his opinion on the case submitted to him, which we publish in this issue. If the underwriters of New York did not want a standard policy they should have defeated the bill in the legislature. It is too late now, and it is not safe to fool with the standard form.

THE decision of the supreme court of Massachusetts upon the accountability of a life insurance company to its policyholders where they have been made participants in a special or general fund, will create special interest in the forms of policies, and possibly cause changes to be made in some of them. Broadly stated the decision is, that a tontine policyholder, at the close of his tontine period, is entitled to an accounting of the fund in which he is to be a sharer. The company cannot conclude the whole matter by assigning him what it chooses to consider his share. The same principle, we think, will apply to some of the older policies which promise an equitable surrender value. It is possible that the books of companies are so kept that such an accounting is easy, but we presume that they are not, from the fact that the Equitable Life has permitted its case to go to trial. We have been unable to secure the full text of the decision, and shall defer more extended comment until it is received.

THE National Insurance Convention, which held its sessions at Niagara Falls on Wednesday and Thursday of this week, was one of the most largely attended and most important gatherings of insurance officials which has been held since the memorable first one. This may seem rather strong language, but a consideration of two points will bear it out. The convention was composed almost entirely of new men, and it did very little evil. A newly fledged official has usually more zeal than discretion, this convention had more discretion than zeal, and that proves that there is in time and experience an educating influence which is felt even by the officially young and inexperienced. The convention did not revise and change any one of those precious blanks; it adopted no resolutions which it ought not to have adopted save those introduced by Mr. Knott; it took effective measures to close up, for the present the agitation concerning rates of interest, and interest rates will take care of themselves before the next meeting, and it refused to commit itself to the practical usefulness of the mathematical abstraction introduced by Mr. Sprague, while acknowledging its correctness *as* a mathematical proposition. In short the convention was conservative, and has apparently adopted for its motto *festina lente*, than which there can be none better for insurance departments, unless it be *laissez faire*.

THE president of the South Eastern Tariff Association made an argument before the house finance committee at Atlanta last Friday, against the proposed section of the new insurance bill which is intended to prevent combinations or associations for the maintenance of rates. We are not going to discuss Mr. Knowles' argument now, save to say that it is not the sort of argument we should have used, but will call attention to the introduction to his argument which we find in the Atlanta *Constitution*. It reads: "cheap rates are desired by every one, and any legislation that tends to give low rates of insurance at once commands attention and inspires general interest." If the Constitution thus reflects the temper of the legislature which is to pass upon this question, a little primary school training, not forgetting the rod, is what is needed. In other words the legislature needs to be told, what Mr. Knowles did, in a way, tell the committee, that it cannot prevent associations, and it needs also to be told that legislation never did and never can reduce the rates of insurance, although it may and often does increase them. The legislature of Georgia may, if it chooses, pass a law to reduce rates to nothing, but insurance will still cost the people of Georgia as much as it costs them now. The way to reduce rates is to stop legislating, invite—by a repeal of existing restrictions—insurance capital into the state, and thus give competition free play. Let the members of the Georgia legislature look over the list of licensed companies, and ask themselves the question why it is that there are not more? and then see if there is not an answer to the question in its deposit laws, its burdensome requirements, its repeal of licenses on technical grounds, and all the other ridiculous provisions of its laws. It is repeal that is needed to cheapen insurance, and not more law. That is a lesson which legislators will one day learn, and which they cannot begin to learn too soon.

THE man who said there was nothing new under the sun was mistaken. We have found it in the columns of the New York *Journal of Commerce*, and it is thus described:

> The leading feature is the adoption of a "level premium," based upon the American experience table of mortality. The members simply pay their assessments annually, semi-annually or quarterly in advance, at the average rate of mortality, with a small allowance for the expense account, but none for the "banking account," which costs the insured so heavily under the old line system. The payments also constitute an emergency fund or reserve, which it is expected will give each policy an annually increasing surrender value.

We were naturally anxious to see the plans of business of a company which had a level premium based upon the

American table with none of the objectionable banking features of level premium companies, and so we sent for a prospectus, and we are bound to say that there is more sense in that than there is in the endorsement of the *Journal of Commerce.* It is not a level premium at all, but a constantly increasing premium, payable annually, semi-annually or quarterly in advance, and graded to cover the expected mortality according to the American table. It is, in short, annual or quarterly term life insurance, and requires the same reserve as a term policy in any other company. And the rates offered are not materially different, but are, if anything, higher in this scheme than those charged by regular life insurance companies. Thus, one by one, such of the assessment companies as are destined to live are adopting in fact what they have always claimed in theory, the princ-ple of advance payments, based on experience, for renewable term insurance.

A Chapter on Honesty.

SOME time ago a gentleman of the old school, the president of one of the leading American Fire companies, had a talk with a government official of a younger generation whose knowledge of the private affairs of most insurance companies is very profound, indeed. He complained bitterly of the times. It was not the enormous fire waste, nor yet the low rates of premium that worried him ; for these things can be readjusted if they do not correspond—but it was the lack of honesty current among men. "Men seem to have lost all regard for their honor as individuals," said the gentleman with the white beard, "I am impressed from day to day with the constantly growing tendency among men of business to cast aside. in their dealings with their fellows, all christian principles, all christian teachings, all neighborly scruples, in short, all considerations save those of the most morbidly selfish kind, uninfluenced by any sense of justice, right or truth." And the old gentleman heaved an honest sigh and gave a decisive little nod to his head, signifying that he had portrayed the whole situation as in a nutshell.

The man of a younger generation begged him to be less severe and above all things not to commit himself to a position unquestionably antagonistic to his colleagues, since that could only bring about ill will from them (should they devise his sentiments), and discomfort to himself at any rate. "Moreover," continued the young man, "what is the use of disparing because of universal conditions ? If you observe this lack of scruple to be becoming a universal condition of trade, let us see if it is not due to some universal principle that must be met the same as any other factor. Now we must remember," said the young man, "that trade is essentially non sectarian. In former times, when it was confined in far greater degree than at present to individual communities, this fact was far less observable than now, when the scope of every medium of exchange is constantly growing with the increasing means of communication. It is clear, therefore. that trade, *per se*, is no more christian than Pagan and that the musselman, with his desire to bring confusion to all save the faithful, is as justly entitled to take a part in exchange as the most enlightened scion of the Occident. No, there is but one fundamental law of trade and that is a universal one, one observed throughout all animate creation and is, the Survival of the Fittist. And if it be true that the successful men practice falsehood and deceit, then, O, venerable friend, must you either practice falsehood and deceit or yield the palm of success to those who have more nicely adjusted their ways and better fitted themselves to existing circumstances, despite those moral walls which may enclose your chosen road in the pursuit of happiness."

We cannot endorse the exposition of the principles of trade as laid down by the young man. On the contrary, a casual glance will show that, acting according to such a code being incompatible with any civil law it is, *eo ipso*, a very vicious heresy of exchange. It is a sad fact, however, that this heresy is growing in popularity, as the many complaints about bad faith in the observance of board rules, compact rules and pool rules, in insurance not more than in other branches of exchange, fully attest.

Not long since a young man, well brought up, having what we shall term out of politeness towards all business men, a *penchant* for exercising seven days in the week, those principles which his mother had taught him when she taught him to say his prayers, came to an insurance man for advice. He was a salesman for say a patent leather house. (It was *not* a patent leather house, but we shall call it that to give it a name and to prevent trouble among the estimable gentlemen engaged in the business in which he is really employed.) All the patent leather houses, then, had joined in a pool, whereby prices were fixed, and on the first of each month the heads of the respective concerns each made an affidavit that during the previous month his firm had sold so and so much leather and that no deviations from the schedule of prices had been made. Now the head of this particular firm told his salesman that he must *not* permit sales to fall off : that if he did he would discharge him. Also that he would not be bothered about questions that arose : he must be able to keep customers without running to him to find out how to do it. The young man could not afford to be discharged, because his own living as well as that of others was dependent on his retaining his situation.

A customer from Beersheba (who always bought a very large line of goods) came along and said : "Here is an order for two thousand dollars' worth of patent leather. Give me ten per cent. off from schedule prices and the order is yours. If you don't I shall buy from other members of the pool. There is no use in arguing ; you know me well enough to omit that—what will you do ?" There was but one course to open to the salesman ; he dared not refer the question to his principal and he dared not lose the customer. Therefore, he gave him his ten per cent. and charged the difference up to something else. Not having to make the affidavit himself, at the end of the month, he could ease his conscience that the lie was lost somewhere, and it is to be presumed that he thought the recording angel would probably charge it over to profit and loss account ; the grounds for debiting it to any individual being indistinct.

Shortly afterwards a less important customer from Dan, came in, bought three hundred dollars' worth of goods and paid the schedule rates for them. He only made one stipulation, which was involved in the following question, put to the salesman when he made his purchases : "Are these the lowest rates at which you have sold any goods to any customer since the pool has been in force ?"

It was as to how this query should be answered that the

young man sought advice of the man in the insurance business. The ill-timed and unquestionably evil reply was "lie, —as soon as I hear of a better course I will advise you." According to last advice, the pool still remained intact and the young man was making a very successful salesman. We have not heard, however, that the insurance man changed his advice.

It may be observed that insurance men are by no means the only business men who do not keep their word with each other. Trade has not yet arrived at that condition where lieing as an intellectual means of overcoming a difficulty, has lost all popularity. Therefore, we may conclude that whoever has wares to sell must sell them at the lowest market price or not at all, and that if he compromises himself by promising to charge more, he is bound to get into trouble with his conscience or with his neighbors. This unending wail about board rules being broken is not only tiresome ; it is futile. If the rules do not harmonize with circumstances then they are bound to be broken in spite of everything. It is sometimes possible to get up a corner in indemnity in the same way that is done with other commodities, but like wheat and pork and cotton and every other necessity, it is bound to come down to the level of supply and demand when the average price is figured up.

Facts and Opinions.

A MEETING of the New York Tariff Association was held on Tuesday of this week. The tariff committee of the association offered a series of resolutions which were adopted, and which are embodied in the circular given below, and issued yesterday by Mr. Wm. DeL. Boughton, secretary :

In accordance with action of the association, taken at its meeting, September 20, 1887, I beg herewith to submit the following questions and request immediate answers :

Have you since July 20th accepted a line for a term exceeding one year at other than *pro rata* of the annual rate, as fixed by this association, on any of the following hotels : Grand Union, Brunswick, Gilsey and Murray Hill ?

Have you since April 7th written any risk rated by this association at less than the rate named therefor in the slips Nos. one to twenty-five—series six, and blue slips.

Have you since April 7th entered into any contract, arrangement, or implied understanding whatever, either written or oral, with any broker or brokers, person or persons, whereby any such shall receive a round commission exceeding ten per cent. on all business, whether the same be rated or unrated ?

Have you since April 7th appointed, in writing or orally, any person or persons as agents, upon the understanding that such person or persons shall receive a round consideration exceeding ten per cent. upon all business, whether rated or unrated ?

The following resolutions was also adopted at said meeting :

Resolved, That upon receipt of the replies to such circular—it being understood that if no reply be received within one week from the date of delivery of the circular, the company from whom such reply is lacking shall be considered as answering the serial questions in the affirmative—the secretary shall call a special meeting of this association for further consideration of the whole matter.

AT the instigation of Insurance Commissioner Merrill of Massachusetts, on Monday, John Hopper, an agent for the Mutual Reserve Life insurance company, was arrested at Boston for transacting an insurance business for the Equitable Reserve insurance company of New York which has no authority to do business in Massachusetts and for which Hopper has no license to act as agent. Miss Mary Roach testified that she made application to Hopper for a policy in the Mutual Reserve company on March 4, 1886, but Hopper claimed that that company would not accept it and so insured her in the Equitable Reserve. The case was heard in the municipal court before Judge Curtis, and a fine of $200 was imposed. An appeal was taken.

IN respect to the meeting of fire underwriters, held at Montreal, on the 13th, inst, to discuss the question of raising the rates generally in that city, the Montreal *Herald* says :

Yesterday the representatives of the fire insurance offices doing business in this city met to consider the fire situation. After free discussion, it was unanimously resolved that in view of the heavy losses incurred in Montreal in the last two years, and of the present unsatisfactory condition of the fire brigade, an advance of rates was necessary to enable the insurance companies to continue to do business in Montreal. Their action has been brought about at the present time, no doubt, by the refusal of the city council to appoint a committee to confer with a committee of the underwriters in relation to the state of the brigade. The council appear to have acted in a very cavalier manner. They practically pooh-poohed the whole affair, as if the interests of the citizens who require protection by insurance against fire losses was a matter not of sufficient importance to justify the appointment of a committee of consultation! It is not surprising, under all the circumstances, that the underwriters, who are supported by the Board of Trade and Corn Exchange, have refused to be treated in this style any longer. It is unfortunate, however, that in consequence of the conduct of the city's representatives, fire insurance will, under the increased rates, cost the citizens somewhere in the vicinity of $400,000 a year more than formerly. In some instances first-class buildings which had been charged 40 cents per $100 will now pay 45 cents; wholesale stocks that paid 62½ cents will now pay 75 cents, and it is said that in some cases the increase is equal to 30 per cent. It is alleged that the net increase will be about 20 per cent. which, it must be admitted, is a very serious business. This, in all probability, will not be the only result of the change, as it is stated that there will be a considerable reduction of the "lines" which large concerns will be allowed to carry. On the whole, the city will pay a huge price for neglecting to put its fire department in order, and for the contempt with which the council treat reasonable representations made to them repeatedly during the last two years.

HOW well *Insurance* appreciates a bad thing when it sees it is shown in the following bit of art criticism :

The *Standard's* report of the proceedings of the Fire Underwriters Association of the Northwest is a good one; but the alleged portraits with which it is disfigured are simple atrocities. The cleaver artist—we wrote "clever," but the intelligent compositor, having an intuition of the instrument of mutilation actually used has given us a better adjective, and we let it stand—has put a pair of spectacles on Gen. Stiles and presented the lineaments of that able lawyer and bright orator as those of Mr. Abram Williams. We never saw Mr. J. C. Griffiths or Mr. Theodore Guelich, and never want to if those gentlemen in the least resemble their respective caricatures. Frank Webster and J. W. Holman escape with less maltreatment than any of the others, except Mr. Hall who probably paid something to be omitted. Father Hine has good ground for an action for libel; his is the unkindest woodcut of all. The portrait business is having a great run in various of the insurance papers, and if the purpose of the *Standard* was to apply for its extinction the familiar process of *reductio ad absurdum*, its wood butchery has achieved a most distinguished success. Such artistic performances have been called "enterprise." Mayhem is also a manifestation of enterprise.

THE Empire State Fire insurance company of Rochester, N. Y., which has been recently organized with a capital of $200,000, it is expected will soon be ready for business. The greater part of the capital stock is at present all taken. The directors of the company held a meeting on September 14, and elected the following officers: Henry Michaels, president; James E. Booth, vice-president, and James Johnston, secretary. Mr. Johnston is the local agent in Rochester for the Commercial Union, Germania, Queen and National of Hartford.

THE St. Louis Board of Underwriters has reduced the rate of insurance on cotton risks from 1.75 to 1.5. The effect of this action is that the cotton men are pleased while the bro-

kers are not, and that as a consequence some of the local insurance agents in St. Louis have given out that they will refuse to consider cotton risks so long as the rate remains at the new figure. The board will, however, probably stick to its ruling and the agents, with a little coaxing will no doubt accept the situation.

HERE is how the *Coast Review* attacks one of the wild-cat assessment companies of that city:

One of the rotten successors of the defunct Texas self-endowment swindle is the Occidental Endowment Association of this city. The manager (Ward) was formerly the secretary of the Pacific Coast branch of the Texas concern—the Mutual Self-endowment and Benevolent Association of America—both dead and of unfragrant memory. A member of the Occidental complains that his assessments come in every twenty days, or eighteen assessments a year. He carries a $5,000 certificate, at a cost of $100.80 a year, or $5.60 per assessment. The annual dues are to be added. The cost of the $5,000 certificate in this catch-penny enterprise is at least $25.00 more than in a regular Life company; the latter has millions to back its promises, and the co-operative has not a round red cent. The ability of the Occidental to get business at these rates is an illustration of the common ignorance of life insurance.

MR. THEODORE J. ARMSTRONG, president of the New York State Volunteer Firemen's Association, is making a tour of the state for the purpose of interesting the volunteer firemen in the various towns in obtaining an amendment, at the next session of the legislature, to the present law taxing foreign insurance companies two per cent. upon their premiums for the benefit of the fire companies, so as to make it applicable to towns not at present affected by it.

WE have received from Mr. William Bourne, the editor, an early copy of "Bourne's Handy Assurance Directory" for 1887–8. The work is well printed in clear type, and is a very useful budget of statistical and general information regarding the business of insurance in Great Britain and Ireland. It will be published in the United States by J. B. Lippincott Company, Philadelphia.

THE business of the Equitable, Mutual Life and New York Life in England for 1886, is given by Bourne's Assurance Directory, as follows:

Total life and annuity funds	£53 137,584
Increase in year	4,597,296
Life premium income	8,993,034
Commission and expenses	1,844,308
Average cost per cent.	20.50

AT a meeting, last week, of Baltimore business men, called for the purpose, Mr. John D. Cutter explained his plan in respect to a syndicate of "prudential" fire insurance companies and discussed the question of organizing one of such companies in that city.

THE *Oesterreichische Revue* says that the deaths upon the whole earth are calculated at sixty-seven per minute, 97,790 per day, 35,639,835 per year. The births according to the calculation are seventy per minute, 100,800 per day and 36,792,000 per year.

THE convention of Fire Chiefs at Atlanta, Ga., that took place this week, is reported to have been a great success. Addresses were delivered by Mayor Cooper of Atlanta, Judge McCord of Pennsylvania and others.

IT is authoritatively denied at the New England Insurance Exchange that a social club is about to be formed by its members as has been published. There was talk of a library association, but no club.

WE acknowledge with pleasure the receipt, from the Hon. W. Fitsgerald, superintendent of insurance of the Dominion of Canada, of a bound volume of his report for the year 1886.

THE American Mutual Accident Association of Nashville, Tenn., has elected George M. Jackson, president, and W. S. Ridgway, secretary and general manager.

The Mutual Fire insurance company of Philadelphia, organized in 1859, made an assignment on the 17th inst. to C. R. Williams.

THE first meeting and dinner of the Boston Life Underwriters after the summer recess, will be held October 4.

THE insurance companies of New York city will hereafter not close their offices on Saturdays until three o'clock.

IT is rumored in Atlanta, that a movement is on foot to organize an accident insurance company in that city.

THE total fire loss of California for the month of August, is reported by the *Coast Review* at $232,152.

THE Hekla insurance company of Madison, Wis., has entered New York and Nebraska.

Personals.

AGENCY APPOINTMENTS.

American Fire of Philadelphia: A. K. Llade, Jr., Fall River, Mass.

American Fire of New York: F. S. Parker, Pittsfield, Mass.; George F. Merrill & Co., North Adams, Mass.

Fireman's Fund of San Francisco: A. K. Simpson, special agent for New England.

Germania Fire of New York: Walter Etten, West Roxbury, Mass.

Hekla Fire of Madison, Wis.: Ackerman, Doyo & Hilliard, New York City,; Taylor & Mayne, Omaha, Neb.

Jersey City Fire: George H. Kaulback, Greenfield, Mass.; Charles C. Cook, Fall River, Mass.

National Life: Herman S. Fray, Marlboro, Mass.

National Fire of Hartford: Albert S. Brock, Nantucket, Mass.

New York Life: S. T. Chamberlain, South Gardner, Mass.; Samuel P. Walker, general agent for Pacific coast.

Northwestern Mutual Life: E. L. White, Lynn, Mass.; E. D. Tyler, North Adams, Mass.

Peoples Fire of New Hampshire: N. W. Noreross & Co., Lowell, Mass.

Pennsylvania Fire of Philadelphia: Cooper & Judson, Council Bluffs, Ia.

Union Central Life: John O. Bache, manager of Metropolitan district.

Union of Philadelphia: W. E. Clark & Sons, South Framingham, Mass.

United States Life: Dr. L. Redmon, San Francisco, Cal.; John K. Somes, Springfield, Mass.; James S. Merrill, Boston, Mass.

Washington Life: Thomas McClure, Boston, Mass.

Messrs. Garnsey & Blackman of Detroit, Mich., have dissolved partnership. Mr. Garnsey will continue as special agent for Michigan of the St. Paul Fire and Marine, and will retain the state agency of the Metropolitan Plate Glass insurance company.

Mr. Frederick H. Cossitt a well-known business man, one of the trustees of the Mutual Life insurance company and a director of the Atlantic Mutual insurance company, died at his residence in New York yesterday, aged seventy-six years.

Mr. Robert Lenox Kennedy a director of the Equitable Life and Eagle Fire insurance company of New York and trustee of the Queen insurance company of London, died on board of the steamer Travo at sea on September 14.

Mr. William S. Denny special agent of the Fireman's Fund at Boston resigns that position October 1. It will be taken by Mr. A. K. Simpson, formerly special agent of the Citizens of Pittsburgh, Pa.

Mr. Frank Lock, formerly one of the United States managers of the Fire Insurance Association of London, is on his way to this country and is expected to arrive within a few days.

Mr. Hiram Welch, a well-known underwriter and ship owner of Bath, Me., died on Saturday of paralysis, aged fifty-two years.

Mr. W. E. Maltbie has been selected to take charge of the New York city business of the Fire Association of London.

Miscellany.

The National Insurance Convention.

Eighteenth Annual Session.

The National Insurance Convention held its annual meeting at the International Hotel, Niagara Falls, on Wednesday and Thursday of this week. The convention was called to order by the chairman of the executive committee, Auditor Swigert, of Illinois, who spoke briefly of the death of Mr. Tarbox, which deprived the convention of its president and of the retirement of its vice-president and secretary from office, which deprived the body of all its officers. Mr. Jacob McEwen, deputy superintendent of the Ohio department was chosen secretary *pro tem.*

Calling the roll of the states disclosed the presence of the following officials: D. P. Kingsley, auditor of Colorado; O. R. Fyler, insurance commissioner of Connecticut, and his deputy J. H. Sprague; Charles P. Swigert, auditor of Illinoise and deputy J. J. Brinkerhoff; W. D. Whiting, actuary of the Maine department; J. J. Jackson, deputy commissioner of Maryland, George S. Merrill, insurance commissioner of Massachusetts, and Deputy Commissioner W. S. Smith; Minnesota, Charles Shandrew, insurance commissioner; Missouri, E. W. Knott, deputy superintendent; New Hampshire, Oliver Pillsbury, insurance commissioner; New York, William B. Ruggles, deputy superintendent; Ohio, S. E. Kemp, superintendent, and J. A. McEwen, deputy; Pennsylvania, George B. Luper, deputy commissioner; Rhode Island, E. W. Bucklin, auditor; Wisconsin, Philip Cheek, Jr., insurance commissioner.

Insurance Commissioner Pillsbury was elected president of the convention, and addressed the members briefly, saying that he supposed the convention would not, under the circumstances expect any extended remarks from him. Certainly he had no address ready, and was sure that the convention, as well as himself regretted the event which had forever stilled the voice which should have uttered words of wisdom on this occasion. He paid a deserved tribute to Mr. Tarbox as an indefatigable searcher after truth and an able official. He referred to the work of the first convention, in 1871, as aiding greatly in bringing about uniformity in departmental practices. The speaker believed that he was the only official present who was a member of that convention. He thought the successive annual conventions had been useful, and would continue to be useful in the same direction as long as state supervision exists.

On motion of Mr. Swigert, ex-superintendents McCall and Reinmund, and Governor McGill, ex-commissioner of Minnesota, were elected honorary members of the convention.

Mr. McEwen was made permanent secretary.

On motion of Mr. Cheek, the underwriters now in session (the Western Union was holding its semi-annual meeting at the same hotel) were invited to participate in the discussions of the convention. Mr. Cheek was appointed a committee to notify them of the action.

Last year a special committee was appointed to consider and report at this meeting upon resolution regarding valuation of life policies and rate of interest. Messrs. Pillsbury and Smith appeared to be the sole survivors of that committee and they submitted a report, which, after various objections had been made to its phraseology was recommitted to the committee to perfect. The report as finally submitted and adopted will be found in the second day's proceedings.

A recess was taken until 2 p. m.

Afternoon Session.

So many changes had been made in the membership of the convention that the standing and special committees had to be reconstructed, and at the opening of the afternoon session the secretary read the amended list, as follows:

Executive Committee.—Swigert, Merrill, Knott, Kemp, Bucklin, Pillsbury.

Legislation.—Ruggles, Shandrew, Luper.

Assets.—Fyler, Smith, Kingsley.

Blanks.—Maxwell, McEwen, Jackson, Brinkerhoff.

Rate of Mortality and Interest.—Pillsbury, Sprague, Whiting, Brinkerhoff.

Miscellaneous Affairs.—Cheek, Pillsbury, Fackler, Sprague.

Special Committee on rate of Interest—Pillsbury, Smith.

Committee on Guaranty Insurance Reserve.—Sprague, Kingsley, Knott.

Special Committee on Assessment Blanks.—Brinkerhoff, Smith, Maxwell, Shandrew and Whiting.

The president was instructed to invite the insurance superintendent of Canada to attend the convention.

On invitation of the president, Mr. Charlton T. Lewis, who was present, was invited to address the convention on the the subject of rate of interest, and said:

Regretting that this sudden call gives me no time to prepare a discussion of the subject which, in form, might be more worthy of your attention, I shall take pleasure in briefly stating the conclusions to which a somewhat prolonged study of this subject has led me.

The general law which determines the average rate of interest upon capital, in settled communities and for long periods, is that it is governed by the average productiveness of capital in manufactures, agriculture and commerce. This average productiveness always tends, under known influence, to equalize itself, and the resulting equalized rate of productiveness determines the amount which however, on the whole, can afford to pay to lenders for the use of capital. Looking at this principle alone, it will be seen that the average productiveness of capital employed in enterprise in this country has undergone no great and permanent change during the last fifty years. Many of you will remember an exhaustive discussion of the subject by the Hon. David A. Wells, one of our highest economical authorities, published about fifteen years ago; in which he showed conclusively that this rate of productiveness is substantially uniform, and, if regarded as the determining force governing the rate of interest, made it reasonably certain that this rate must remain at near six per cent. per annum for an indefinite time to come.

But the financial history of the last fifteen years shows that this determining force, if real and potent, is at least not the only one to be considered. For several years prior to 1886, there was a steady decline in the current rate of interest in the great markets, of the country: and the financial community showed, by the course of prices, that it largely accepted the change as permanent. Loans of capital were made to run for a generation or more to come, at rates which assumed that we should never again see money worth six per cent. Do these facts disprove the general law, or do they simply show that disturbing causes, on an enormous scale, have been at work, which temporarily disguise its workings? The answer to this question is the key to the whole problem.

Without attempting to enumerate all the disturbing forces which have conspired to produce the remarable fluctu-

ations in the rate of interest in recent years, I confine myself to remarking that a careful examination will show them to have been adequate to produce these results, without the necessity of questioning the general law. The action of the United States government and the course of exchanges between our markets and those of other nations, in which also powerful disturbances have been felt, from causes more or less local or temporary, have been among these forces, and a full consideration of their influence would require a long discussion. But it is only necessary to point out one general principle, in order to show that even a depression of the rate of interest as great and as prolonged as that which has prevailed in our financial markets in recent years may be explained without assuming a great permanent change in the conditions which make capital productive.

In the years 1883 and 1884 a series of events in this country, too fresh in your minds to need detailed description, shattered the confidence of the community in new enterprises to an extent altogether unprecedented. In some years previously there had been a vast stimulous given to such enterprises, and the development of the resources of the country, the production of wealth, and the accumulation of capital, had gone on at an extraordinary rate. The balance of economical movement, in a progressive community, is only maintained by the maintenance of the spirit of enterprise in a degree corresponding to the production of wealth. When this balance is preserved, the building of railroads and other public works, of mills, factories, houses, machinery, and in short, the conversion of floating capital into fixed capital in all forms, goes on side by side with the production of new floating capital by the ordinary processes of industry. Any excess of new enterprises converts the floating capital too fast, drains the markets of the loanable supply, and raises the rate of interest until enterprise is checked. Any failure to keep up the spirit of enterprise permits floating capital to accumulate sluggishly in the financial centres, where it offers itself timidly in temporary loans and weighs down the rate of interest. Now this last is just what has happened, upon an altogether unprecedented scale, during the last four years.

During 1884, 1885 and 1886, the spirit of enterprise was checked in this country, so that, while floating capital continued to be produced in vast volume, it shrank from conversion into fixed capital. There was a practical paralysis of the healthful disposition to build, to construct, to explore, to exploit, to embark in projects promising a distant, however large, return. The inevitable result was that loanable capital accumulated in its centers, far beyond the capacity of ordinary business to employ it. The rate of interest, on the higher classes of security, fell steadily. This tendency was strengthened and accelerated by a combination of other influences, to which I have briefly referred. The inevitable effect of large masses of capital seeking employment is of itself powerfully to stimulate enterprise and to awaken speculation; and it was easy to foresee, during the whole period of depression, that the reversal of the movement was a question of a limited time. But this reversal was long postponed by the severity of the impression made by the recent panic, and by the continuance of the secondary forces referred to. The time at which the turning-point really is found may safely be fixed at about sixteen months ago. It came when the general business activity of the country began, in appreciable amounts, to encroach for its enterprises on the long accumulated stock of floating capital. Having once begun, it has already gone on, at an accelerating rate, until now the speculative life of the business world may safely be regarded as fully up to a healthful standard; that is to say, floating capital is converted into fixed capital quite as fast as the productive energies of the country justify. Further, the spirit of enterprise is growing, that conversion is increasing in rapidity, its effect in draining off the accumulations of floating capital is already felt in the loaning centres, and the whole movement of the financial world is in the direction of a more active employment of capital and of higher rates of interest. Apart from other disturbances which cannot now be foreseen, nothing is more certain than that, for some years to come, the average rate of interest in this country will be progressively higher than it has been since 1883. This movement, indeed, is not unlikely to go on, until for a period of months or years, that rate will continue as much higher than the normal, average rate, determined by the average productiveness of capital, as it has recently been lower than that rate.

In view of these facts and principles, you will doubtless conclude that the conditions determining the reward paid for the use of capital are, in the broadest view and for long periods, much what they have been for two generations, and that there is no reason for alarm lest any serious disturbance will be felt during the life-time of men now living, in the application to life insurance companies of the principle of accumulation by compound interest. These companies, when properly conducted, as they seem uniformly to be at present, do not sympathize keenly in their operations with the temporary and local fluctuations of the rates of interest; but in their aggregate results approach much nearer the average rate, determined by the average productiveness of capital over long periods, than do other institutions, whose operations are from day to day or from year to year. Profiting less as lenders by undue and excessive temporary rates, they also suffer much less by an undue and temporary depression of the rate of interest. Your minds are too familiar with the facts on which this statement rests to require any illustration of it.

Letters of regret were read from Messrs. Hines of Maryland, and Wadsworth of California.

Mr. Ruggles of New York, offered two resolutions: First, that the expenses of official examinations should be paid out of department funds and not be a charge upon the companies examined and, second, pledging the members of the convention to endeavor to seek such legislation, where necessary, as will effect this result. The resolutions were referred to the committee on legislation to be reported later.

Deputy Superintendent Knott of Missouri, offered a resolution that special deposits for the benefit of policy-holders in a single state should be disallowed as assets. Referred to committee on assets.

Adjourned to 10 o'clock Thursday.

SECOND DAY.

The members of the convention were quite prompt in getting together Thursday morning.

The secretary read a letter from Secretary of State Kelsey of New Jersey, regretting his inability to be present, and appointing Mr. D. P. Fackler as his representative.

Mr. Ruggles, from the committee on legislation to which was referred the resolutions offered on Wednesday regarding charges for examinations, reported as follows:

The undersigned, committee on legislation, to whom was referred the resolutions relating to expenses of official examinations, respectfully report that we have had said resolutions under consideration, have amended them by excepting examinations on application for admission, and, as thus amended do recommend their adoption.

W. B. RUGGLES,
CHAS. SHANDREW, } *Committee.*
GEO. B. LUPER,

Resolved, That the expenses of all official examinations of insurance companies, by state insurance departments, ought to be paid out of department funds, and no charges for per diem, traveling or other expenses, should be allowed by law to be made, by reason thereof, against insurance companies so examined, except in case of companies applying to be admitted to do business in the state and an examination is deemed necessary by reason thereof.

Resolved, That the official head of each insurance department, in states where the custom of making such charges now prevails, is hereby requested by this convention to urge upon the legislature of his state the propriety of making adequate provision for defraying such expenses, and of prohibiting by statute all charges against insurance companies on account of such examinations, except, as above provided, and he is also requested to report, to the next annual meeting of the National Insurance Convention, what action it has taken pursuant to this resolution, and with what result.

While the vote was being taken on the adoption of the report Mr. Ruggles, of New York called for the ayes and noes, whereupon there ensued a little parliamentary discussion which was ended by an intimation from the New York deputy superintendent that it appeared evident that gentlemen did

not want to go on record. This was resented, and Kingsley of Colorado said that he had no hesitation in expressing his views. He could not carry on his department under such a rule, as he had no funds with which to pay the expenses of examinations.

Mr. Cheek of Wisconsin, also opposed it as unnecessary, at least in his state. The law fixed the fees so low that there was no money in examinations, and therefore no inducement to make them unnecessarily.

Commissioner Merrill of Massachusetts, had no hesitation in putting himself on record. He was opposed to the resolutions. The entire contigent fund of the Massachusetts department would not suffice to pay the expense of examining one of the large Life companies.

Mr. Whiting of Maine, said that these resolutions came with peculiar grace from the state of New York, and he hoped they were offered in a spirit of sincere repentance for past misdeeds, for certainly New York had been in the past chief among the sinners. He should, however, oppose the resolutions, as it appeared from the drift of the discussion that their adoption would practically prevent the examination of companies, as it certainly would in Maine.

The states were then called on the adoption of the resolutions, and there voted in the affirmative—Minnesota, New York, Pennsylvania and Rhode Island.

In the negative—Colorado, Connecticut, Illinois, Maine, Maryland, Massachusetts, Missouri, New Jersey, New Hampshire, Ohio and Wisconsin. So the resolutions were rejected.

The committee on the liability of surety companies reported as follows:

Your committee to whom was referred the resolutions relating to "Surety Companies" having considered the matter therein contained ask to submit the following:

We conclude that as certain liabilities upon the bond of an administrator or curator is continuous and cannot be terminated at the pleasure of the bondsman, that the maximum duration of this liability can only be ascertained after the lapse of time—that the minimum duration, however, may be closely approximated. The liability being continuous and not terminable even by consent of parties or otherwise except by lapse of time, the contract necessarily runs for a term of years, and under the rule as established governing other branches of insurance would be chargeable at least with an unearned portion of the premium covering the unexpired time for which it was to run, to do this, however, would be at once a bar to their continuance in business. And this class of insurance (if it may be so called), being as yet in its very tender infancy, and the mere beginning of an experiment, we are not prepared to say that a liability estimated upon the basis of a one year contract is sufficient, nor are we willing at this time to advise a prohibition of the business by applying to it the rule by which the solvency of a company engaged in other branches of insurance is sought to be ascertained.

We beg to suggest that this class of corporations should be under the immediate and sole supervision of the courts, and that their responsibility be ascertained by the same means as now applied by law to individuals seeking to act in a like capacity.

They however having by some inscrutible means been placed under the supervision of the insurance departments your committee would recommend that for further information and proof of their sufficiency such companies be for the present merely required to file with their annual statements a full and complete list of the bonds upon which they have become surety together with a detailed schedule of securities held by them as collaterals.

J. H. SPRAGUE, *Chairman.*

The committee on assessment blanks had struggled with each other and with Harper and Reimmund during most of the night and part of the morning, without coming to an agreement, and asked to be continued to the next session, and their request was granted.

The committee on assets to whom was referred the resolutions offered by Mr. Knott of Missouri, reported the same, amended to read as follows:

Resolved, That no special deposit made for the benefit of the policyholders of any particular state or country, shall be allowed by the superintendents of insurance as an asset of the several companies so making the same, and the said companies shall not be charged with the obligation represented by the policies so protected by special deposit excepting in so far as the said obligations may exceed the value of the deposit.

Mr. Whiting opposed the resolution as tending to legislate solvent companies into insolvency, and Mr. Sprague argued that it did not go far enough in certain directions. Mr. Hayden suggested that it rather placed the insurance companies in a position to be ground between the laws which compelled special deposits and the commissioners who proposed to reject special deposits as assets.

The resolution was adopted.

The special committee on rates of interest and valuation of policies, whose report was recommitted on Wednesday, again submitted the report, without change. It reads:

The special committee, to whom was referred the resolution offered at the last convention by Mr. Sprague, present their report herewith.

The resolution is as follows:

Whereas, The rate of interest received on securities has for several years been gradually declining, and

Whereas, The foundation and prosperity of the institution of life insurance depend largely upon accretions from invested capital and assets, and

Whereas, The stipulations in policies vary regarding the time of paying claims as well as in other conditions, therefore

Resolved, That a committee of three be appointed to make a full and careful examination and report at the next convention their conclusions on these two subjects:

(1) Whether the rate of interest present and prospective does not appear to require the early future establishment and maintenance of a reserve on a higher standard than four per cent. interest.

(2) Whether a reasonable compliance with the provisions of the law does not require that policies shall be valued in accordance with the stipulations, date of payment and other terms and considerations.

The first part of the resolution proposes a question of gravest importance to the future of life insurance, and should not be decided by guesses or speculative arguments, but by the hardest and fullest facts attainable. For, if a change to the three per cent. standard is made—and it would be idle to stop short of that if a change is to be made at all—there will be necessitated at once an advance in the cost price of ordinary life policies of from twelve to fifteen per cent. over present rates. What that would mean, to a business already hampered by taxes, technical restrictions and heavy costs, is very evident. It therefore must be clearly shown that interest rates are *certainly tending lower* before so desperate and dangerous an experiment can be justified.

Are the rates of interest tending downward and likely to continue to do so, as assumed in the resolution, is the vital question at issue.

It is indisputable that for a number of years the rate of interest in this country was declining, which enabled the government to refund its indebtedness at a very low rate. This class of securities will and must so remain, and palpable reasons exist why they are in demand even at the reduced rates. But under the existing conditions of business and business enterprises in this country, the rate obtained on government securities is not a fair criterion by which to estimate either the present or prospective rate of interest at which satisfactory investments may be made. A somewhat extended inquiry among bankers and brokers who handle capital, and investors who make this business a specialty, reveals the fact that the downward tendency was long ago checked and that for a considerable period the rate of interest has been steadily appreciating and at no time faster than the present. They also concur with great unanimity in the opinion that the average rate of interest throughout the country, aside from government and municipal securities, is not less than five and one-half per cent. at the present time.

The immense expansion and growth of business in this country continually call for increased volume of capital. New enterprises are continually developing, affording new channels for the employment of capital, and we believe it is the opinion of the most sagacious financiers that a redundancy cannot occur in the near future.

This was also a subject of careful inquiry by the late commissioner of Massachusetts during his revision of the insurance laws of that state. He corresponded with all the life companies doing business there, and sought information from those reputed as well-informed and successful in money affairs, and the almost universal testimony was to the negative of the question, and as favorable rates on investment securities can now be obtained as at any time during the last five years. With a single exception, no company advised a change, and the reasons given by that one had not sufficient weight of fact to offset the palpable disadvantages of the project.

A comparative table of average rates of interest realized on the market value of the assets of a company for a series of years past, is not are liable indication of the present tendency of interest rates, for it is easy to understand that the high-rate and low-market securities held fifteen years ago would show a much higher rate of income than the same securities at present higher market value. Besides, during the several years of decline in interest rates, the high rate securities maturing have been replaced by lower ones, and, allowing that the decline in rates ended five years ago and they have since been level or slightly advancing, we might not expect to see a general advance in the average rate upon the whole mass of investments until the old high rate securities have fallen in and been replaced by those at prevailing rates. When such comparative table, however, begins to show an advance, it should be conclusive that the rates are actually improving.

If, then, there is not a dangerously declining tendency, and there is at present no difficulty in making investments that meet the legal standard, all that would seem necessary is to make sure that an amount sufficient to cover the reserve *is so invested* and *keep it there*. In this view a provision was incorporated in the Massachusetts revision which will have the effect of keeping the reserve in its normal interest-earning condition, or else definitely *prove* what has heretofore been matter of mere conjecture—pending this, there seems no prudent call for a change in the standard rate. The provision alluded to is as follows:

"In valuing the assets which compose the legal reserve of a life insurance company, the real estate, the bonds and stocks shall be taken at such a value that the average annual income thereof shall be not less than four per cent. of the valuation; and if any asset or investment is conditioned upon a rate of interest of less than four per cent. annually, such asset or investment shall be rated at its value, considering the actual income and time it has to run, as the equivalent of a four per cent. investment; loans and credits shall not be allowed for more than their face value, nor shall any asset or investment be appraised for more than its market value. This clause shall take effect on the thirty-first day of December, in the year one thousand eight hundred and eighty-nine."

The application of this rule is ready and convenient and leaves nothing to conjecture. A few hours computation will show a company's exact status under it.

Another strong, but of course not insuperable, reason for opposing a hasty change is the fact that the standard is now almost uniform in state requirements and company usages, and a change would seriously complicate and confuse the accounts, and very much increase the liability to grave errors.

The second part of the resolution relates to the agreements and practices of companies in paying claims under their life policies at an earlier day than the theory of the net premium and reserve computations provides for. The theory upon which the business proceeds is, that the policy shall be payable at the *end* of the policy-year in which the life may fail. Now, assuming that men die on the average at the middle of a year of life, or policy-year, there would be an interval of one-half year before the claim would be payable. But, in fact, the companies agree in their policies to pay the claim much within that time, some in three or two or one month, or as soon as fair proof is received, so that by such premature payment there is a loss of interest upon the face of the claim for three, four or five months or more. This on a $1,000 policy would be from ten to seventeen dollars, and the company is virtually out of pocket that much on each of such death-claims paid.

This interest lost is not the result of new conditions or new customs, for the clause promising payment in thirty sixty, or ninety days is to be found in the great mass of all the life policies now in force, and the question has been for some time discussed, whether the policies should not be valued with reference to this fact. Lately also it has been urged that the valuation tables should be modified to provide for this added liability.

It has heretofore been claimed that the vitality saving is sufficient to meet this loss. This may probably be true, but is it safe to offset a certain future loss by a probable future gain? In a practical view this would largely depend upon the relative size of the loss, as compared with the general business of the company.

Suggestion has also been made that there is no need to make provisions on this account, because the surplus is designed for just such purposes; but it may be objected with much good reason, that surplus is not intended to protect a known or computable liability such as this, but only for such contingencies as are not susceptible of actual or approximate ascertainment.

Undoubtedly there is a leak here and the loss of a certain amount in consequence, but it would be difficult, if not impracticable, to provide for it by any adjustment of the valuation tables, as the practices are not only variable among the companies, but also among the various classes and periods of issue in each company, and there would be required as many independent sets of new tables as there are varieties of the policies.

Wherever the methods of a company are uniform in this respect as to its life contracts, or as to those issued within definite periods, an adjustment might be made without disturbing the tables now in use. Suppose, for instance, that it is stipulated in the policy that payment shall be made three months from the date of death. There would then be a loss of interest for the other three months of the half year. This at four per cent. per annum on a $1,000, policy would be $10, or a loss equal to one per cent. of the amount insured, and the company virtually loses $1,010, on account of this claim. And therefore on this class of its life business the amount of the burden carried is actually one per cent. greater than shown by the face of its policies, and of course its reserve liability should be correspondingly increased. To do this we have only to take the total of the reserve on this class of policies as ascertained by the tables now in use and increase it by one per cent. of itself.

It may be technically objected to this, that as the one per cent. increase is something which is not provided for by the net premium and so could not possibly be derived therefrom, it should in strictness be set aside from the loading and stand by itself as a special reserve, and allow the net premium reserve to stand just as taken from the tables.

This method may be applied to all the life policies of a company having the same stipulation, or to groups of such as are alike—varying the percentage to suit the facts in each case.

The principle is applicable to term insurance and to the term insurance part of endowment-assurance policies. The reserve for the pure endowment part needs no such protection, as it is not the custom to anticipate the date of its maturity gratuitously.

The foregoing is on the assumption that all the life policies will remain in the company until matured by death, but the fact must not be lost sight of that only a small proportion of the policies issued terminate as death claims, the much larger number going out by lapse or purchase and have no possible claim for the application of such a rule. Suppose the death claims are as one in five, in that case, by use of the method indicated we should charge the average company with five times the amount that could be needed, and it would therefore appear that a sum equal to one-fifth of one per cent. of the tabular reserve on life and term policies would be ample to cover the risk of interest loss. If, however, as seems likely, the loss of time is nearer four months than three, the amount to protect it would need to be increased one-third.

There is another condition in the policies of many of the companies which is not in accord with the theory of net premiums and net values, namely, the stipulation of thirty or more days of grace in payment of premium. The calculations of net values assume that the premium is received and instantly invested on the date of the policy, while in fact this is never the case, and there is a loss of interest in this respect of thirty to sixty days. However, it does not appear that this concerns the present method of valuation, as, by the tables now in use, we compel the company to account for the interest from the date of the policy, whether it has actually been earned or not. Moreover, in practice no doubt

this loss is fully compensated by the interest overcharge upon quarterly and semi-annual premiums.

For the reasons above stated your committee conclude, (1), that there is not at present or in prospect that condition of interest rates which would render a change of the standard of net values either necessary or expedient.

And (2), they recognize a theoretical liability from the stipulation for premature payment of death claims, and if it is deemed important to provide for it by a technical reserve, would suggest the above described method of computing it rather than to disturb the present form of the valuation tables. Practically, however, they do not consider the matter of sufficient relative importance as at this time to require or justify a departure from existing usage.

The provisions in the policies allowing days of grace in premium payment, while at variance from the theories of net values, does not seem to need any remedy under the resolution.

OLIVER PILLSBURY, W. S. SMITH, } *Committee.*

Mr. Merrill of Massachusetts, offered a resolution endorsing the conclusions of the committee, and after considerable discussion of the report itself, and of what were the conclusions, he accepted the following as a substitute, which was adopted:

Resolved, That the convention approves the conclusion of the committee, that it is not at present desirable to make the changes suggested by the resolutions referred to the committee.

The president announced that the Western Union, in response to the invitation addressed to its members, had appointed a committee, consisting of Messrs. Chase, Notman, Montgomery, Dunham and Little, to visit the convention and lay before it some matter of interest to fire underwriters, and that the committee were present, and Mr. Chase said that the committee had deputed Mr. Notman, as their spokesman.

Mr. Notman addressed the convention at some length, and our readers must be content this week with a brief summary of his remarks. He referred to the other members of the committee, and said that he supposed he had been selected as spokesman, because, in the presence of Niagara Falls his colleagues had concluded that it needed the president of the Niagara to make a noise. He said that the time had come when fire insurance demanded deep thoughts, resolute action and hard work. Three years ago the National Board had deputed him to address this convention on the subject of the fire waste, popularly considered as a nerve loss of value. He asked the convention to consider this annual loss of about one hundred millions in its relation to the net product of the industry of the country. Edward Atkinson of Boston, famous as a social science statistician, puts the annual addition to the wealth of the country at eight hundred millions. If his figures are approximately correct, the relation of the fire loss to the annual net product is as one to eight. No other civilized nation has any such ratio of loss, yet this appears to be our normal condition. He brought this matter again to the attention of the convention for the use of the members in their official relations to their own states. The loss is too large, and it is a stigma upon the morality of the Umited States, for carefulness belongs to morality, and is at least one of the minor virtues. The legislatures should make laws to lessen, rather than increase this loss.

Then, too, we suffer from the legislatures both in valued policy laws and in bills for such laws which may never pass. We have to combat, before committees these proposed enactments. In this matter the official position occupied by the members of this convention makes them powerful agencies in the promotion of proper legislation. A single letter, from the superintendent of New York, sufficed to defeat a valued policy in that state.

Then, again, underwriters feel that they have just ground for complaint against the courts, and the tenor of recent decisions indicate that there is as much to fear from judges as from juries. It may seem like presumption in a layman to criticise the conclusions of the courts, yet a reflecting layman may be qualified to pass judgment even upon questions of law. To a lawyer, for instance, the *habeas corpus* is an excellent device to secure speedy action upon his client's case, but to the reflective layman it is the protection of individual freedom. So too, parliamentary law is to the politician a means of defeating his opponent, but in the larger view it is the safeguard and pulladium of the minority. These are the differences between the technical view of the lawyer and the politician, and the larger view of the citizen.

The election of judges by the people has a tendency to bias their judgment and it is a tendency that ought to be checked. Healthy criticism of judges and of their decisions is wise. In this the insurance press ought to, and does, help, and the insurance officials may also exert their influence against bad decisions.

In another way officials may be of great service, and that is in the uniformity of statements required. Much has been done in that direction, but there are still variations which should not exist. The speaker thought the requirements for unearmed premium reserve excessive; that it was unfair to put all companies on a common basis in this regard; that brokerage was gently rebate and should be deducted from the premium.

The commissioners were the consumators of insurance. They had a duty to perform to the public. Is it to exclude or to admit. No state, with the possible exception of Connecticut is able to furnish sufficient insurance for its own citizens. Therefore true policy dictates the admission and not the exclusion of companies.

Mr. Clarke strongly condemned vulued policy laws, and gave a history of the enactment of the law in Wisconsin, and stated that the man who drew the law was now satisfied that he took councel of his anger rather than of his judgment, and was last winter in favor of its repeal, which he thought could be accomplished at the next session of the legislature.

Mr. Chase said that the agency business has become so important a factor in commerce that the states have appointed commissioners to see that it was properly conducted. He thought blanks should be so constructed as to draw out information, and pointed out some particulars in which he thought they could be improved. He believed that the certificate of a state department should be based upon such full information that it would be taken as an endorsement of the company. He thought more time should be given to agency companies in which to make annual statements.

At the conclusion of brief remarks by Messrs. Little and Montgomery, a motion was made to appoint a committee to draft suitable resolutions upon the death of the late president of the convention, John K. Tarbox.

The chair appointed as such committee, Messrs. Ruggles, Whiting and Hayden.

A committee of five, consisting of Messrs. Swigert, Merrill, Ruggles, Cheek and Kemp, was appointed to nominate officers and select a place for the next annual meeting.

The convention then took a recess until 2 o'clock.

AFTERNOON SESSION.

At the opening of the afternoon session of the convention the committee appointed to draft resolutions on the death of

the late commissioner of Massachusetts, reported the following:

Desiring to place upon record the deep sense of the loss we have sustained in the death of our president, John K. Tarbox, and to testify publicly to our feeling of respect for his character as a man and official, it is:

Resolved, That in the death of Mr. Tarbox this convention has lost the services of one who would have reflected credit upon its organization; the state has lost an able, upright and fearless officer, and a servant who did not spare himself, but died as we might all wish to die, in the discharge of his duty, pursuing, through pain and sickness and weariness, his appointed work.

Resolved, That we tender to his family and personal friends our heartfelt sympathy in our common loss.

Resolved, That a copy of these resolutions be transmitted by the secretary to the family of the deceased.

Remarks upon the resolutions were made by Messrs. Hayden, Merrill, Sprague, Pillsbury and Swigert, and they were unanimously adopted.

The committee on nominations reported for

President—Philip Cheek, insurance commissioner of Wisconsin.

Vice-President—O. R. Fyler, insurance commissioner of Connecticut.

Secretary—J. A. McEwen, deputy superintendent of Ohio.

Executive Committee—Swigert, of Illinois; Kingsley, of Colorado; Bucklin, of Rhode Island; Luper, of Pennsylvania; and Shandrew, of Minnesota.

They recommended the third Wednesday in August, 1888, as the date of the next annual meeting, and Detroit as the place. The convention accepted the date, but after some debate changed the location to Madison, Wisconsin.

A vote of thanks was given to the president and secretary and also to the chairman of the executive committee, and the convention adjourned.

An Opinion from Attorney-General O'Brien.

The Riders of the New York Standard Policy cannot be changed.

We give below a letter from Mr. E. R. Kennedy, chairman of the committee on laws and legislation of the New York Board of Fire Underwriters, to Superintendent Maxwell asking for an official opinion as to the right of an insurance company to alter the form of the clauses created by the standard policy, and the opinion of the attorney-general upon the subject.

New York, August 31, 1887.

Hon. Robert A. Maxwell, *Superintendent:*

Dear Sir:—When the committee to which the New York Board of Fire Underwriters referred the preparation of the form of policy to be the standard of this state began its work it was confronted with the duty, under section 1, of the statute, of making not only a form of policy, but also certain clauses "for use in addition thereto." We were advised by our counsel that if we should file the policy with the secretary of state, and not file the clauses, you would be able, if indeed you did not find it necessary, to say that we had failed to exercise the prerogative conferred by the act and that therefore it became your duty to prepare the policy and the clauses. As you are aware, we filed not only a form of policy, but also certain clauses which contained conditions of a general character.

Since the first of May the question has frequently arisen as to whether it was obligatory on companies and agents to use the standard clauses in cases where the conditions contained in those clauses are applicable. On the one hand it is evident that the purpose of the state was, so far as possible, to secure uniformity in the insurance policy, and that therefore the act should be construed with that in mind. On the other hand sub-division second of section 2, is cited as authority to make, not only all other conditions applicable to any specific contract, but, to vary the form of such conditions as are already provided for in the standard clauses. For instance: Certain companies believe it to be their duty to use the standard form of lightning clause, while others think that they may make any sort of an agreement covering the same general condition.

Again, there is a clause intended as a warranty on the part of the insured that his insurance will be maintained equal to the value of the property covered, or that he will stand as a co-insurer for the deficiency. There is a standard clause containing this condition, but some companies are using other forms of the same condition.

Now, what is wanted here and throughout the state is an official ruling from the dapartment, and, if possible, an opinion from the attorney-general, on substantially the following questions: Is it lawful for fire insurance companies to issue, covering the same, or substantially the same, conditions as those incorporated in the standard clauses?

I trust you may be able to give this your early attention, and as above stated, secure something from the attorney-general, which, without straining the law, will secure uniformity of practice among the companies and agents of this state. Very truly yours, E. R. Kennedy,

Chairman, committee on laws and legislation New York Board of Fire Underwriters.

State of New York, Attorney-General's Office.
Albany, September 13, 1887.

Hon. Robert A. Maxwell,
Superintendent of the Insurance Department:

Dear Sir:—I am in receipt of your communication of recent date, in reference to the proper construction of chapter 488, laws of 1886, and asking my opinion upon the following question: "Is it lawful for fire insurance companies to issue in this state, clauses other than the standard clauses, covering the same, or substantially the same conditions as those incorporated in the standard clauses?"

Chapter 488, laws of 1886, section 2, provides that "on and after the first day or May, 1887, no fire insurance company, corporation or association, their officers or agents shall make issue, use or deliver for use, any fire insurance policy, on property in this state other than such as shall conform in all particulars as to blanks, size of type, context, provisions, agreements and conditions with the printed form of contract of policy filed in the office of the secretary of state, as provided for in the first section of this act, etc."

Sub-division 2, of section 2, provides that "printed or written forms of description or schedules of the property covered by any particular policy, and any other matter necessary to clearly express all the facts and conditions of insurance of any particular risk, [which facts or conditions shall in no case be inconsistent with, or waiver of, any of the provisions or conditions of the standard policy herein provided for,] may be written upon, or attached or appended to any policy issued on property in this state."

I assume that the provisions of section 1, have been complied with, and a uniform policy adopted.

It is very evident from a careful perusal of the statute that it was the intention of the legislature to establish throughout the state, as far as possible, a uniform standard policy of fire insurance.

A statute should be construed so as to carry out the intent and purpose for which the legislature enacted it, and in doing this the only construction to be given to this act is that fire insurance companies within this state must comply with its provisions and use the standard clause in cases where the conditions contained in those clauses are applicable.

I do not think that sub-division 2, of section 2, gives such companies any authority to vary the form so as to substantially comply with the conditions and requirements of the standard clauses, and yet not conform to such clauses in every particular.

I am of the opinion that fire insurance companies should conform to the letter of the statute, and that they issue none other than the standard clauses, although others may cover substantially the same conditions as those incorporated in the standard clauses: unless there is some particular feature about the policy which is in no way inconsistent with the provisions of the standard policy, which facts may be added to the regular form of the standard policy.

Very respectfully yours,
D. O'Brien, Attorney-General.

Ancient Insurance.

We take the following from the *Coast Review*. It would appear that the inhabitants of Assyria were acquainted with insurance, if the inscriptions on the bricks are properly translated:

The prevailing impression that insurance is a modern institution will have to be corrected, for, according to a New Zealand paper handed us by Manager Hugh Kraig, there are authentic accounts of the existence of an insurance company in Babylon in the time of Nebuchadnezzar. We are left in ignorance of the variety of insurance to which the Babylonian company belonged, but as life was very insecure and as the empire was an inland one, the possibility of either a life or a marine company may be dismissed as unworthy of serious consideration. There were however, contiguous countries or provinces bordering on the sea, and the empire was bisected by the Euphrates, and it may be that future archæological discoveries will supply the world with evidences of the existence of marine companies which were wrecked by the deluge. We may safely conclude, however, that the Babylonian insurance company was a fire office. It is unfortunate that the cuneiform inscriptions on the bricks of Babylon are so limited. We are left to vainly speculate as to the existence of tariffs, compacts and jumbo risks, and to lament the loss of the valuable experience of the Babylonian underwriters.

The New Zealand paper referred to quote the Rev. W. C. Oliver, preaching in Wesleyan church in Nelson, as saying:

"The bricks and stones now being unearthed at Babylon are very interesting to study. Among others being one containing an account inscribed by Nebuchadnezzar of the time during which he was dethroned, and which agreed with the narrative as written in the Book of Daniel. Some records have also been discovered of a large banking firm and an insurance company doing business in Babylon for a period of 117 years. These records show that loans were negotiated, and an insurance business transacted very similar to that of the New Zealand Insurance Company at the present time. They all bear the stamp of the government of the country at the time. The reverend gentleman said that probably in a few hundred years there would be found men willing to assert that these stones were not genuine, but had been made by those interested in christianity."

Whatever doubts may be entertained as to the authenticity of Mr. Oliver's brick story, there can be no doubts of his ability as an advertiser of the company which was probably represented in his congregation. The contribution-box, that day, did not pass the representative of the company without a handsome "chip in," we are ready to believe.

Insurance Legislation.

Georgia.

The house finance committee began on September 16, the consideration of the general insurance bill now pending before that branch of the legislature. The bill was passed some time ago by the senate, being amended there by the addition of what is known as section 24, which was offered by M. Dean of Rome. This section is opposed by the insurance men of the state on the ground that it is an unwarrantable interference by the legislature in the business of insurance companies; that the section is not warranted by the facts in the case, and that its purpose is to lower the rates of insurance in Georgia, when the rates already by the efforts of the Southern Tariff Association are lower than they are elsewhere.

The 24th section is as follows:

Be it enacted by the authority aforesaid, that whenever it shall be made plainly to appear by competent proofs to the commissioner of insurance that any insurance company licensed to do business in this state has entered into any contract, agreement, pool or other arrangement with any other insurance company or companies licensed to do business in this state for the purpose of, or that may have the effect to prevent or lessen free competition in the business of insurance in this state, thereupon said commissioner shall revoke the license of such company or companies, and the same shall not be re-issued until the president or chief officer shall file an affidavit with said commissioner stating that all such contracts, agreements, pools or other arrangements have been annulled and made void.

As this section threatens the vitality of the South Eastern Tariff Association, and any other similar organization that may exist in the state, a hearing was given by the committee to Mr. Clarence Knowles, president of the association, who made an extended argument against its passage. The Atlanta *Constitution* of September 17, thus explains the origin of the obnoxious section:

When the bill was introduced in the senate, this section was not a part thereof, and the bill reported to the senate by its finance committee did not have the section either. It was during the passage of the bill in the senate, that this amendment was proposed by Mr. Dean, and the fact that it came from Rome at once clearly explained its appearance.

The Rome cotton warehouse men have stubbornly resisted the efforts made by the South-Eastern Tariff Association to improve the nature of their risks in that city by a compliance with the standard construction for cotton warehouses prescribed by the association. Because of their failure to improve their risks, the cotton risks at Rome are much higher than they are in Atlanta, Savannah, Augusta and other places, where the association standard have been adopted.

Mr. Knowles in the course of his argument against the adoption of the section said:

That the purpose of the 24th section was to lower rates by breaking up the Tariff association. In answer to this he assumed the position that the law could not be successfully carried out if passed, for there was no way to prevent the companies from having a mutual understanding as to the rate to be charged. There was no way to reach the alleged evil, and no law could be enacted to prevent companies from instructing their agents as to the rates. But even if the law could be operated sucessfully, what would it cause? It would bring about a war of rates, and the natural result would be that the local companies, like the Atlanta Home, the Savannah Fire and Marine, and the Macon company would have to go to the wall. They could not stand a war of rates like the older and richer companies; and thus the section would virtually kill the local companies. Instead of trying to break down the Tariff association, the general assembly should foster and encourage it. The present low rate in the state and its cause had already been explained. Now, see again the work of the association. The association to-day is doing in Georgia what law ought to do—namely, to yearly reduce the amount of losses, and to cause an improvement in risks that made the rate less and less.

Now suppose this bill passes, what will be the result? The companies will agree among themselves, without forming a pool, and will instruct their agents that the rates on a dwelling shall not be less than one per cent., for a frame store 2½, for brick dwelling 75, for a brick store 1½, and the cotton risk will not be less than 2½. Compare these rates with the present ones, adopted by the association, and what's the difference?

Mr. Knowles declared that "the warehouse men of Rome had not sought to improve their risks, had not made an effort to comply with the association's standards, and, consequently while the cotton men of Atlanta, Augusta, and Savannah were enjoying comparatively low rates because of intelligent construction, the Rome men were laboring under higher rates because they would not co-operate with the tariff association.

Mr. Estes, president of the King Mill of Augusta, appeared before the committee and advocated the passage of the

section, because of the adoption by the association at a recent meeting of the following clause:

The additional insurance permitted under the policy is with the understanding and agreement that it shall be only in companies legally authorized to transact busines under the law of the state of Gerogia, and any insurance in this property, or any part thereof, in companies not legally authorized to transact business in the state, will render this policy absolutely null and void.

"This clause," said Mr. Knowles, "the justice and legality of which has been affirmed by such eminent corporation lawyers as Hon. N. J. Hammond and Hon. Henry Jackson, was designed by the authorized companies to meet the inroads of those companies which do not comply with the laws of this state, pay no taxes, licenses and expenses, and yet seek to do business within its borders."

The finance committee have proposed many other amendments to the general bill, which are of minor importance. The full text of the bill as amended will be printed in THE WEEKLY UNDERWRITER as soon as it is reported from the committee.

The house passed, September 19, the bill incorporating the Title Guaranty and Loan Company of Savannah.

Insurance in the Courts.

The full bench of the Massachusetts supreme court has handed down the following decision, in the case of Sylvester P. Pierce against the Equitable Life Assurance Society, the court being as we understand unaminous:

Bill in equity, alleging that the complainant held a policy of $10,000 issued to him by the defendant under what is called the tontine savings fund plan, on March 27, 1873; that the defendant agreed at the end of the tontine term of ten years, in consideration that no dividend be allowed or paid to the complainant upon the policy in the meantime, and by the terms of the policy "that all surplus or profit derived from such policies on the tontine savings fund assurance plan as shall cease to be in force before the completion of their respective tontine dividend periods shall be apportioned equitably among such policies as shall complete their dividend peridos; that upon the completion of the tontine dividend period on the 18th of March, 1883, provided this policy shall not have been determined previously by, lapse or death, the legal holder or holders of the policy shall have the following option: First, to withdraw in cash the policy's entire share of the assets (whether in the reserve fund proper, or in the accumulated surplus); second, to convert the same into a paid-up policy for an equivalent amount, provided always that if the amount of the paid up policy shall exceed the original amount of the assurance, a certificate of good health from one of the society's medical examiners shall be required; or third, to continue the assurance for the original amount and apply the entire tontine dividend to the purchase of an annuity to reduce the subsequent premiums falling due upon this policy, provided that if any year the amount derived from such annuity, together with dividends on this policy, shall exceed the amount of premiums due thereon, the excess shall be paid in cash to said Sylvester P. Pierce or assigns; that previous to the completion of its tontine dividend period this policy shall have no surrender value in cash or in a paid up policy;" that the parties are citizens of New York, the defendant having a usual place of business in Boston, and that the contract was issued to the plaintiff in New York. The bill further alleged that the policy was still in force and that the defendant had refused to account with the plaintiff and that the plaintiff was unable to ascertain what accumulation of the tontine fund had been made and what his share thereof was. The complainant, thereof, prayed that the defendant be ordered to account. The defendent demurred to the bill for the following reasons: First, that the plaintiff did not state such a case as entitled him to relief in equity; second, that it did not appear from the facts stated in the bill that any fiduciary relation subsisted between the complainant and the defendant, but that it appeared that the complainant's cause of action, if any, is upon a contract cognizable in a court of common law; third, that the complainant had not stated such a case as entitled him to demand in equity an account from the defendant. The court overruled the demurrer, and the complainant appealed. The defendant then filed an answer, in which it denied that it had refused to account to the complainant, denied that by the policy it had constituted itself the trustee of the plaintiff for any purpose, and denied also that the nature of the account was such that it could not be conveniently and properly adjusted and settled in an action at law.

The case was heard before a single justice, who found as a fact on the evidence that the defendant was a stock company having a capital of $100,000, upon which it may pay dividends to stockholders not exceeding seven per cent.; that by the New York law the policy issued to the complainant did not create a trust as alleged in the bill under the evidence offered, but that the computations on which the amount of the complainant's claim was ascertained were of the most complicated and difficult nature, only to be understood by experts and mathematicians. He accordingly reported the case upon the questions as to his finding of New York law and whether a bill in equity would lie in this case for an account, and also upon the questions arising upon the demurrer for the consideration of the full court. An opinion has now been given by the court, ordering the defendant to account, the terms of the decree and direction to trustee to be settled on further hearing. The reasons assigned for the decision are that the plaintiff is a creditor and not a member of the corporation. The account which must determine the amount he is to receive on his policy is extremely complicated, entirely within the knowledge of the defendant, and the defendant was bound to keep an account from which its liability to plaintiff could be ascertained. J. P. Treadwell and E. P. Mosher for the complainant and and J. Lowell and R. M. Morse, Jr., for the defendant.

Special Notices.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued without medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

THE HAMBURG-BREMEN FIRE INSURANCE COMPANY, of Hamburg, Germany, is the oldest German Fire Insurance Company in the United States.—Total losses paid in the United States exceed $5,000,000.

Applications for agencies should be addressed to the U. S. Branch Office, 62 and 64 Cedar street, New York.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

Lloyds Plate Glass Insurance Co.,

68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.

Insurance on Plate Glass against Accident. Largest business and largest reserve of any similar company in the world.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies Issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

Connecticut General Life Ins. Co.

HARTFORD, CONN.

Assets January 1, 1886. - - - - - $1,551,414 25

Liabilities, N. Y. Standard	$1,107,997 53
Surplus to Policy-holders by N. Y. Standard	$443,416 72

Of which $103,873 50 is a Special Reserve due Savings Endowment Policies.

T. W. RUSSELL, President. F. O. HUDSON, Secretary

Scottish Union & National Ins. Co.,

ESTABLISHED 1824.

No. 35 Andrew Square, Edinburgh, Scotland.
No. 3 King William Street, E. C. London.

United States Branch, Hartford, Conn.

M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

Western Assurance Company,

HEAD OFFICE—TORONTO, CANADA.

INCORPORATED 1851.

A. M. SMITH, President. J. J. KENNY, Managing Director.

UNITED STATES TRUSTEES.

WM. H. GUION, of Williams & Guion, (Guion Steamship Line) New York
WM. A. BOOTH, President Third National Bank, New York.
ARTHUR B. GRAVES, President St. Nicholas Bank, New York.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A. SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552,617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,309 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes, Cyclones and Farm Property

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - Phenix Building, CHICAGO, ILL

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

GEORGE INGRAHAM, 2d Vice-President.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY OF MILWAUKEE

Is now in the twenty-ninth year of its existence. Its good points include rapid progress, large surplus, large dividends, and a low death rate (0.82 per cent. in 1886).

Amount of insurance in force January 1, 1881, $64,967,081.00
" " " " 1, 1884, 92,083,093.00
" " " " 1, 1887, 127,629,903.00

Surplus on 4 per cent. basis, $4,429,181.07; on 3 per cent. basis, $1,073,620.07.
Its dividends are unsurpassed. It is the only Company which has, in recent years, printed tables of current cash dividends for the information of the public.

THE NORTHWESTERN HAS DONE THIS FOR SIXTEEN CONSECUTIVE YEARS.

H. L. PALMER, President. MATTHEW KEENAN, Vice Prest. WILLARD MERRILL, 2d Vice Prest.
EMORY McCLINTOCK, Actuary. J. W. SKINNER, Secretary. L. McKNIGHT, M. D., Med. Director.
J. F. MAKLEY, Assistant Sup't of Agencies Eastern Department, 150 Broadway, New York City.

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Commercial Union Assurance Co.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON.....Chicago.
H. K. LINDSEY.....Cincinnati.
E. W. CARPENTER.....San Francisco.
HUTSON LEE.....Charleston, S. C.
S. O. COTTON & BRO.....Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11 000.000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L HALSEY, Second Vice-Pres., H. B. STOKES.
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,548.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lieu	$29,445,320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,982
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

OUGHT we to expect a man who sweareth unto his neighbor and then disappoints him, to give himself away afterwards? That we may reasonably expect this appears to be the view of the New York Tariff Association. It expects that the officers of companies who have solemnly agreed to do or to refrain from doing, certain things, will, if interrogated by circulars, admit that they have not kept their word. This presupposes a condition of remorse for the first act of bad faith, which will welcome the confessional and make the stool of repentance a chosen seat. We do not believe that New York underwriters are in such a frame of mind as to warrant any such supposition. The conundrums thus thrust at them are the subject of much jest on the street, but what is one to do? Some member introduces one of these resolutions and the members all vote for it because if they do not they become subjects of grave suspicion, and then an impertinent question is asked, which is an insult to an honest man and a subject of mirth to one who is not honest. We suppose that the New York Tariff Association has had its life prolonged a few weeks by this foolishness, but it is a question whether such life is worth prolonging.

THERE is such a thing as being unnecessarily technical, and we cannot but commend the report of Messrs. Pillsbury and Smith to the National Insurance Convention, on the subject of valuations and rates of interest, in that, while admitting the technical correctness of certain objections to the present method of valuing life policies, it drives right over them with the conclusion that the technical objections are of no practical importance. The report might have gone farther even than the mover of the resolutions intended, because their wording fairly arraigns the present method in other particulars than the mere time of payment, to which the committee confined its report. Mr. Sprague thinks that life policies ought to be valued in accordance with their terms and other considerations. Well, admitting that, what are we going to do with the present valuation? We have gone on quite well, or at least we have gone on, for a long time, with a valuation which does not take into consideration one single fact in accordance with the terms of the policies. We have assumed that they will be paid at the end of the policy year when as a matter of fact they are paid in one, two, or three months after death. We have assumed that they take effect upon the date of issue when as a matter of fact they take effect one, two, or three months afterwards. We have assumed that the premium is at once invested, but we know it is not. We have assumed a rate of interest which is not correct and a table of mortality which does not accord with experience. Even the premium is an assumption, and not in accordance with the terms of the policy. Out of all these fictions we have suceeded in getting what we infelicitously call a net valuation, but which a prominent actuary has more appropriately called "a gross absurdity." Mr. Sprague has fallen upon one of these fictions and wants to have it changed. The committee says, and the convention goes with it, that as all the elements of the valuation are fictitious, there is no pressing necessity for correcting this one, which is such a little one that it is really of no consequence. Its correction would cause endless confusion, and could have no effect except to strengthen a reserve already sufficiently strong.

THE convention of insurance commissioners at Niagara committed itself to one matter which has always appeared to us childish, if not utterly ridiculous, and that is the disallowance of special deposits as an asset. It seems rather hard that the state should insist upon a special deposit, and should then turn around upon the company that makes it and refuse to allow it as an asset, The folly begins, of course, with the law which compels the deposit, but it does not seem that the perpetration by a state of one outrage justifies it in a continuous course of wrong doing. Now assuming that it is necessary to disallow special deposits in estimating a company's condition, should any allowance be made on its liabilities unless the insured in the state where such deposit is made are confined to that deposit for their protection. They are not so confined. They may pursue their remedy against any of the assets of the company as well as against the special deposit, and would probably, except in case of bankruptcy, choose to go for the cash in bank. This resolution helps to illustrate the absurdity and wrongfulness of special deposits, and in that particular may be useful, but as a contribution to the truthfulness and accuracy of insurance accounts, or as a measure of safety to the insured, it is about as important as so much wind.

IT seems a little strange that a court in the state of Massachusetts should take jurisdiction in a dispute between two citizens of New York, and we do not wonder that the supreme court of the former state makes two elaborate apologies for the position in which it finds itself in the case of Pierce against the Equitable Life Assurance Society. The motives which induced Mr. Pierce to bring his suit in Massachusetts instead of trusting to the courts of his own state can only be conjectured, but possibly there may have been in his mind a belief that he could force from the society a settlement which would be more satisfactory than the one offered. At any rate he brought his suit and the decision of the court is that he is entitled, as a creditor, to an accounting. What the nature or scope of that accounting shall be, will be determined by the court, no doubt, and with it we have no concern. It is with its broader aspects that we

have to deal. It does not need argument to prove that if companies are to be brought into a court of equity on every policy which has an equity beyond the clear terms of the policy itself, the cost of life insurance will be greatly increased. Even if they are merely liable to be thus called into court there will be an added risk and an added expense. One dissatisfied policy-holder like Mr. Pierce will cost in counsel fees, attendance of witnesses and court fees, a considerable sum of money, and he may do this, too, in spite of the clearest assurances that he is wrong. In this case the Equitable permitted Mr. Pierce's own accountant to examine the account made to him and the books of the company, and began his suit in spite of that accountant's report. It is not alone the tontine companies that are subject to this danger. Any policy that promises, as thousands of policies do, an equitable surrender value in any contingency, is liable to the same accounting. We have urged this objection to an indefinite contract so many times that it seems idle to repeat it. But it is likely to be more difficult for the tontine companies to reform their policies in this respect than it is for others, even if it is not impossible for them to do so. The strength of the tontine contract is largely in the indefiniteness of its results—results which can only be estimated in advance, and which are left to an equitable adjustment at stated periods. One might write pages to prove that there can be no object in giving Mr. Pierce, or any on else, any less than he is fairly entitled to. But that is self-evident, and does not touch the case of the man who loves litigation or the one who delights in fighting corporations. The Pierce episode teaches a lesson to all companies, that they should study to make the life insurance contract as clear as possible, and leave little to the construction of courts of law or equity,

Department Examinations.

WE think that when the members of the National Insurance Convention, which met at Niagara Falls last week, come to take a second look at the resolutions reported by the committee on legislation, those of them who voted against their adoption will find cause to regret their action. The first resolution simply committed the convention to the principle that the examination of insurance companies should not be a charge against the companies examined, and the second pledged the members to efforts to secure such provisions by legislation as would enable the departments to make all needful examinations without having recourse to such charges.

We cannot but think that the principle which Mr. Ruggles, of the New York department, sought to establish by these resolutions, is a correct one. The state has, wisely or unwisely, undertaken to certify to its citizens the condition of insurance companies admitted within its borders, but with an eye to thrift at the same time, has made of this public duty, thus undertaken a source of both private and public gain. This ought not to be the case, and most clear headed underwriters and state officials see that it ought not. It exposes the official to a strong temptation to abuse his position, and we may as well speak plainly and say that it has been grossly abused in numerous instances.

The knowledge of these scandals may not have come to some of the gentlemen who represented the states voting "no" in this convention but it is present with those of us who have kept the run of changing officials, and was voiced by the representative of Maine when he said that these resolutions were doubtless the fruits of repentance for past misdeeds. But New York might have retorted that lack of opportunity on the part of Maine was not sufficient reason for a parade of virtue. Massachusetts, too, should have been reminded of Mr. Clarke's visit to England. Connecticut should have abstained from voting out of regard to the memory of Sperry and Williams. Illinois might well have recalled some recent experiences of eastern companies, which Minnesota apparently remembered. Missouri should have been reminded that there has not been a convention held east of Niagara since the one at Providence, and of the reason. Ohio could go back to Church and trace all the way down its record of examinations for profit. The raid upon Iowa companies is not so remote an experience as to have been forgotten.

But what need of multiplying cases! We are all familiar with the past history of insurance supervision, and although we are not at all proud of the petty exploits of some journalists in the line of levying blackmail, the record of our profession is pure and spotless beside that made by state officials.

And yet in the face of these facts commissioners refuse to put themselves on record against laws which permit robbery of companies, or to agree that they will endeavor to bring about a reform and to remove a reproach from their calling. We do not suppose for a moment that any member of that convention desires to profit by the power given him in the statutes of his state. There can be then but two ways of accounting for the vote ; one is that the members did not fully understand the scope of the resolutions, and the other that they felt what we all feel, that the people of any state who should find that they were required to pay directly from the state treasury for the luxury of supervision would soon make an end of that supervision.

It is one of the evils of indirect taxation that it deceives those who eventually pay it into the belief that it comes out of the pockets of the person or corporation upon whom it is levied. These charges, which appear to be paid by insurance companies, are really an addition to insurance premiums.

Facts and Opinions.

A CORRESPONDENT sends us a circular issued by R. E. L. Evans, of Washington, D. C., general agent and attorney for the United States for Le Royaume Fire insurance company of Brussels, Belgium, which gives a statement of the condition and business of that company as reported by the directors. In the circular also appears a copy of the license granted by the District of Columbia to Mr. Evans, as agent of Le Royaume. Our correspondent wants to know if the company is all right. We have had Mr. Evans interviewed, and he claims that La Royaume has been indorsed by the Berlin office of Bradstreets, and that he can furnish proof of the correctness of any statement he makes for the company. He asserts that, as the company's representative in the United States he is going to establish agencies at various points here and do a small conservative business, and also that he will apply for the admission of the company to the Washington local board. As for himself, he was formerly a member of the South Eastern Tariff Association, and represented the Providence-Washington for the state of Georgia.

So much for his side of the story. The published statement of the company's condition does not speak so well for it. Its assets are nominally 3,308,850 francs or about $660,000. But of this, $387,560 consists of "shares not issued," and $196,627 of "unpaid but subscribed stock." The only items among the assets pretending to be cash are "money in cash and guarantee of rents," and "deposits in banks and bankers" aggregating 121,065 francs or about $24,213. "Due from companies and agents," represents about $32,313, and "deposits of guarantee," presumably notes, $21,056. The liabilities, exclusive of capital amount to $61,770. The excess of receipts over expenses in 1886, was $12,951. It is evident from this ex-parte statement that the concern is a very trifling affair, and in no position to do business legitimately in this country. It is doubtless designed for underground work.

CIRCULARS are flooding Vermont showing up the condition of the New England Fire of Rutland, the only stock fire insurance company of the state, and a copy has been sent to this office. The allegation is made that the company's sworn statement on file with the Vermont insurance department under date of January 25, 1887, shows its total assets to be $103,371, and its liabilities $145,628, leaving a deficiency of $42,257. While claiming that its business is confined to Vermont, it reports policies on risks in New York, Kentucky, Pennsylvania, New Jersey, Kansas, Michigan, Arkansas and Louisiana. The insurance department publishes no annual report, therefore these statements cannot be verified except by an examination at the department. But it is explained as a reason why the department does not proceed against the New England Fire on account of the impairment of its capital, that Vermont law does not provide for such procedure against a local stock fire insurance company.

A NEW kind of insurance, which is invented in Hungary and doubtless suggested by the recent theatre burnings, is insurance against the loss of life by fire in places of amusement. The scheme is that the proprietor shall insure the lives of his audiences, adding an additional charge therefor to the admission price of the insured, and he in turn contracting for re-imbursement from an accident insurance company. Insurance for a period or for a single performance is contemplated and a scale of admission charges and insurance benefits is even prepared, the latter being in proportion to the former. Thus for twenty kreutzers admission fee to one performance the amount receivable in case of death is a thousand florins, or $370. For a florin and a half admission fee, (about fifty-five cents) the amount receivable is $2,220. The maximum insurance proposed is $3,700, which is accorded to a box occupant. The Volks theatre in Pesth is to be the experimental field.

MR. RICHARD D. ALLIGER, formerly United States manager of the Imperial, settled a loss for the British America insurance company last June, giving to the attorney of the assured a check, payable to the order of the assured. The attorney is now charged by his client with having forged the endorsement, which enabled him to get the check cashed, and he was arrested on Monday last. His name is Loew. Out of this circumstance, two New York daily papers have, by some process known only to themselves, evolved the story that Mr. Alliger was arrested for forgery just as he was about leaving for Europe, and the story has been telegraphed, we believe, all over the country. It is not a pleasant thing to read in your morning paper that you are under arrest for forgery, because you know that however swift and emphatic may be the denial it will never overtake the original lie. We understand that Mr. Alliger has begun suit against the papers which published the libel.

THE Massachusetts insurance department caused the arrest, at Boston, on September 22, of S. B. Harvey, on the charge of obtaining money under false pretences. He and John N. Shattuck of Natick had advertised themselves as respectively president and secretary of an unincorporated mutual assessment company called the "Supreme Assembly and Royal Society of Fashions, Unity, Loyalty and Benevolence." Harvey, in his circulars, advertised to pay a good benefit for about two cents a day assessment. This "benefit" ran from $500 to $2,000, and the assessments ranged from twenty-five cents to five dollars a week. Harvey succeeded in doing a little business, and, it is alleged, appropriated the assessment money to his own uses. He was held for trial on October 8.

THE manager of the Pacific coast department of the Phenix of Brooklyn, is reported to have published a statement that the company's Oregon risks have been re-insured by the Columbia Fire and Marine, of Portland, Oregon, thus releasing the $50,000, deposit by the Phenix with Oregon, in pursuance of the company's new policy to withdraw from all states requiring deposits. An inquiry made of President Crowell of the truth or this statement has elicited the reply that he knows nothing about any such policy by the company, nor does he know that the re-insurance of its Oregon risks has been effected.

THE fifteenth annual convention of the National Association of Fire Engineers adjourned September 23, to meet at Minneapolis next year, after electing the following officers for the ensuing year: President, W. R. Joyner, of Atlanta; secretary, H. A. Hills, of Cincinnati; treasurer, A. C. Hendrick, of New Haven. The following fire underwriters were present at the convention: Charles H. Swann, of Providence, R. I.; Francis J. Meeker, of Newark, N. J.; T. E. Bisbee, of Lewiston, Me.; R. J. Fitch, of Boston, Mass., and W. J. Ross, of Kansas City, Mo. Mr. Hine of the *Insurance Monitor*, read a paper on the fire waste in the United States.

THE London *Insurance Spectator* of September 15, says a good natured word for the "kin beyond sea," in the following editorial paragraph:

> To-day commences at Philadelphia the grand *fete* which is to celebrate the centenary of the American constitution. The sympathy of the English people with American patriotism has already found fitting expression at the hands of two of the most illustrious of England's living sons. To the weight of that testimony it is not permitted to us to add. But we can add to its volume: and we should be equally false to ourselves and to our opportunity did we fail to echo the expressions of good will which have already greeted this event; or to record our firm belief and ardent hope that the doctrine of "two nations but one people" has forever superseded the fierce defiance and unworthy resentment amid which the stormy dawn of American Independence arose.

THE railway accident returns in the United Kingdom for 1886, show that the proportion of passengers killed to passengers carried was one in 108,000,000, and of injured one in 1,400,000. The figures appear to bear out the noted observation of Sir Edward Watkins, the railway magnate, that the securest place from accident in the world, is in a railway car. A better canvassing item for the accident insurance companies is the report on accidents to railway employes,

which gives a proportion in 1886 of one in 815 employes killed and one in 172 employes injured.

A PARIS cable despatch announces "a great insurance swindle." Dr. Castelnau, a prominent radical extremist, has been arrested on the charge of being an accomplice of a German named Decherer in swindling English insurance companies of $72,500. Decherer had his life insured in favor of his mistress, and then procured a dead body which Dr. Castelnau certified to be the body of Decherer. The mistress received the amount of the insurance and fled to America in company with Decherer.

THE twelfth annual convention of the assessment companies of the United States, will be held in Philadelphia, October 11-14. Mayor Fitler has requested District-Attorney Graham to meet the delegates on the first day and deliver an address of welcome. There will be an excursion, with ladies, to the Switchback, a banquet at Mauch Chunk and other festivities. President Fouse of the Fidelity Mutual appears to have the arrangements in charge.

A VERMONT general agent of the Mutual Reserve Fund of New York, named Stowe, has been indicted at Bellows Falls, Vt., for soliciting victims for the Guaranty Mutual Accident Association, a New York co-operative which has no license to do business in Vermont. This is said to be the first prosecution of violators of the insurance law in that locality for many years, and it is to be followed up by similar action hereafter.

AT the annual meeting of the Fire Underwriters Association of Missouri, Kansas and Nebraska, held at Kansas City, the following officers were chosen for the ensuing year: President, Walter Scott of Kansas City; vice-president, I. B. Tuttle of Carthage, Mo.; secretary and treasurer, H. P. Stuart of Kansas City.

THE Montauk Fire of Brooklyn, has decided to withdraw from the agency business and confine its transactions to New York and Brooklyn local risks. Its outside business has been unprofitable, but it claims that it has made money by its home business.

A DESPATCH from Lincoln, Neb., of Tuesday says: "The Lincoln Fire insurance company has failed. A receiver will be appointed to wind up its affairs. The stockholders will lose everything they invested, varying from $5,000 to $40,000."

EXCITEMENT exists in Pittsburgh on account of the prosecution of J. P. Fleming and Simon Drum, two well-known fire insurance agents, for violating the insurance laws of Pennsylvania; presumably in an underground way.

THE Sovereign Life of London, one of the smaller British life insurance corporations, which has been in existence since 1845, is bankrupt, and has been presented to the legal authorities for winding up.

THE New York insurance department is now making an examination of the Exchange Fire of New York. This is the company which recently re-insured the Sterling Fire.

Personals.

AGENCY APPOINTMENTS.

Equitable Life of New York: C. S. Stebbins, general agent at Omaha, Neb.

Hekla of Madison, Wis.: Walter C. Leach, of Cedar Rapids, Ia., special agent for Iowa and Minnesota.

Imperial Life of Detroit: John P. Scott, general agent for Philadelphia, Pa.

Insurance Company of America: A. S. Jordan & Co., Weymouth, Mass.

Merchants of Newark: W. S. Herber & Co., Minneapolis, Minn.

Northwestern Mutual Life: W. H. Cutler, Springfield, Mass.

Penn Mutual Life: Paul Nicoladse, Boston, Mass.

Union of Philadelphia: George W. Smith, Boston, Mass.

Vermont Life: W. O. Hearne, New Bedford, Mass.; V. W. Lamoureaux, Southbridge, Mass.

Mr. Duncan McDougall, who was president of the Commerce Fire of New York from 1874 to its retirement from business in 1878, and a partner with its secretary, William E. Hoxie, in the insurance brokerage business in the city of New York, from that date to the present time, died on Saturday aged seventy-four years. For forty years before becoming an underwriter Mr. McDougall was in the dry goods business.

Messrs. Geo. T. Patterson of the Clinton Fire, N. W. Meserole of the Williamsburgh City Fire, Charles A. Hull of the Howard, and R. D. Ailiger are mentioned by current street gossip in connection with the vacant vice-presidency of the Phenix of Brooklyn.

Manager Clunes of the London Assurance Corporation is expected to arrive in New York shortly from the home office, when it is supposed that the vacancy caused by the resignation of Mr. Duane, as United States manager, will be filled.

Mr. Richard W. Hurlbut, insurance broker at No. 46 Pine street, New York City, died at Nyack, N. Y., on Tuesday, of heart disease, aged sixty years. He was formerly a sugar refiner at Nyack.

Messrs. Charles H. Case, Thomas S. Chard and E. A. Simonds, were elected president, vice-president and secretary respectively, of the Western Union at the Niagara Falls meeting last week.

Hon. Frederick Cook, president of the Rochester-German insurance company, has been nominated by the Democrats for re-election as secretary of state of the state of New York.

Mr. John R. Fell of New Orleans has associated himself with Mr. T. H. Bowles in the Louisiana and Mississippi general agency of the Mutual Life of New York.

Mr. William R. Crowell, late vice-president of the Phenix of Brooklyn, sailed on the S. S. Umbria to-day. He will remain abroad six months to a year.

Mr. William C. Magill has withdrawn from the Chicago insurance agency firm of G. W. Montgomery & Co., and will do business as an agent alone.

Mr. E. Roger Owen, fire manager of the Commercial Union of London, has arrived in New York from England, by the way of Canada.

Mr. Samuel Worthington has been elected secretary of the Washington Fire of Baltimore, to succeed Lewis H. Cole, deceased.

Mr. Thomas W. Coughlan, a Brooklyn insurance agent, died on Thursday at his residence at Flushing, aged sixty years.

Mr. J. Ross Snively has been elected secretaryof the Citizens of, Pittsburgh, Pa., in place of Walter Morris, resigned.

Mr. Elias Richards, an old insurance agent of Weymouth, Mass., died last week. He was eighty-five years old.

Mr. Henry Kellogg has resigned the presidency of the Hartford Trust Company.

Insurance Legislation.

Georgia.

The senate and house have passed the bill to incorporate the Georgia Mutual insurance company of Savannah.

On Monday the bill to incorporate the Warranty Mutual Fire, passed the senate and the bill to incorporate the Marietta insurance company, passed the house.

New Hampshire.

CONCORD, N. H., September 30—The house this week voted to indefinitely postpone the bills in relation to life insurance companies and the Exeter Mutual Fire insurance

company bill. The committee on insurance reported all the bills in its hands with the recommendation of indefinite postponement and such will probably be the fate of all insurance measures now pending in the legislature. The above is the only action that has been taken in three weeks.

Insurance in the Courts.

The Tontine Policy-holder Entitled to an Accounting.

The following is the full text of the opinion of the Massachusetts supreme court in the case of Sylvester P. Pierce against the Equitable Life Assurance Society, a synopsis of which appeared in THE WEEKLY UNDERWRITER in last Saturday's issue.

Devens, *J.* The policy in regard to which the plaintiff seeks that the defendant shall render an account, complaining that the defendant has not apportioned to him the share of reserve and profits to which he is entitled, was made in New York: the plaintiff is, and was at the time of bringing this bill, a resident of the state in which the defendant has its legal existence. Had the defendant, instead of appearing, generally objected originally that, even if an account should be taken, it ought not to be held to answer here to the plaintiff, in view of these facts and the great inconvenience involved in taking such an account at a distance from the state in which its voluminous books and papers are properly kept, such objection would have been worthy of serious consideration.

Even if a party were entitled to an account, he might, under such considerations, be compelled to seek it where it could most appropriately, as well as most conveniently be rendered. Any objection to the *want* of the jurisdiction of the court founded upon these facts, must be deemed to have been waived in the opinion of the majority of the court, by the general answer of the defendant and the other facts appearing in the case.

The principal characteristics of the policy of life insurance on which the controversy arises, are these:

It was one for the sum of $10,000 payable on the decease of the plaintiff to his executors, and was for the term of his life. It was known as a tontine policy on the savings insurance plan, and was to continue as such for the term of ten years, if the plaintiff should live so long. If the holder of the policy died during the tontine period, his estate would not receive any benefit from the dividends which ordinarily are made on life insurance policies annually or at stated periods, which dividends consist of the surplus of premiums, after deducting the cost of insurance and the computed reserve, *these being then* held by the company for the benefit of the other policyholders and forfeited by him. His estate would receive only the amount of his policy. If the holder of the policy also should fail during this tontine term to keep up his policy by payment of the premiums, it would be forfeited.

Policies of this character are kept in classes of ten, fifteen, or twenty years, according to their tontine periods and while the funds of each class are not kept separate, distinct accounts are kept with each class so as to show the amount due upon each policy at the expiration of its tontine term. At the expiration of ten years, if such be the time, or at the completion of the tontine dividend period, it is provided that "all the surplus or profits derived from such policies on the tontine savings insurance plan, as shall cease to be in force before the completion of their respective tontine dividend periods, shall be apportioned equitably among such policies as shall complete their tontine dividend periods." The holder of the policy then has the option "to withdraw in cash the policy's entire share of the assets, whether in the reserve fund proper or in the accumulated surplus," or to use this share in various modes provided by the policy for the procurement of additional insurance, or by the purchase of an annuity for the payment of the premiums that may hereafter become due on his policy.

The "reserve fund proper" and the "accumulated surplus" are made up of the dividends which have been withheld on the premiums of the class during ten years, the dividends thus withheld of those who have died within the ten years being forfeited for the benefit of the class to which their policy belonged and also all payments made by and dividends withheld from those who have forfeited their policies by nonpayment of premiums.

It is the contention of the defendant that the plaintiff is bound by the apportionment made by its officers in the discharge of these duties, unless it shall be shown at least that they did not act in the exercise of an honest discretion and in good faith. We find no words in the policy indicating that the decision of the defendant is to be conclusive, and the words by which the defendant agrees "equitably" to apportion the plaintiffs policy its share of the profits, bind the defendant to make the apportionment and imply, that, in any proper proceedings, it may be inquired whether it has properly fulfilled this part of its contract. That the bill brought by the plaintiff cannot be maintained on the ground that he is the beneficiary of a trust fund held by the defendant, which is one of the grounds upon which an account is often ordered, and upon which theory the bill is based, is, we think, reasonably clear.

By the New York law, which must govern the construction of a contract made between New York parties to be performed in that state, it has been found as a fact by the judge who presided, that the policy issued by the plaintiff did not create a trust. This finding is fully sustained by the evidence from the decision of the tribunals of that state. Taylor *vs.* Charter Oak insurance company, 9 Daly, 489; 11 Daly, 282; 1 Edw. Ch. 84, 78 N. Y., 114; 61 How. Pr., 344; 50 N. Y., 610; 13 N. Y., 31; 21 N. Y., W. D. 25. While the prayer of the plaintiff's bill has been made upon the theory that there was a trust fund held by the defendant for the benefit of the plaintiff, among others, as a holder of a ten years' tontine policy, no objection is pressed by reason of the form of the bill.

We proceed to consider therefore, whether, upon any other ground than that strictly of trust, the bill may be maintained for an account. Our statute gives jurisdiction in equity upon accounts "where the nature of the account is such that it cannot be conveniently and properly adjusted in an action at law." Pub. Stat. c. 132. p. 2. cl. 10.

Even if the amounts kept back from the plaintiff and those of his class of policy-holders, by the retention of those dividends which would otherwise have been received, or of those sums accruing from the forfeiture of policies either in the whole or in part, do not constitute a trust fund, or place the defendant in a strictly fiduciary capacity, the defendant was bound to keep accurate accounts of them and of all interests and profit thereon, if any. All the facts were entirely within its own knowledge and it is only thus that it could be determined what equitably should be apportioned to the plaintiff. It is said that the plaintiff has sufficient remedy at common law; that he could bring his action at common law, and that upon proper interrogatories addressed to the defendant all the information necessary for the proper adjustment of the accounts could be obtained. But even if an action at law could be maintained where an account is complicated so that a full examination and settlement of previous accounts, transactions, or methods of business is necessary, and when the whole matter is entirely within the knowledge of the defendant, it cannot so conveniently or accurately be investigated at common law, as in equity.

Even if a trial by jury be claimed and allowed, the court might in a suit in equity so mould the issues and direct the course of the trial as to avoid many of the difficulties attending a trial at common law. Hallett vs. Cumston, 110 Mass., 32. It was there held in the case decided, that one who is not a partner, but was entitled to share in the net profits of the business, might maintain a bill for an account against the partnership which necessarily involved an examination of its transactions and its whole course and methods of conducting business.

In Massachusetts General Hospital Company vs. State Insurance Company, 4 Gray, 227, it was said that the plaintiff might properly maintain a bill for an account of the net profits, arising from the insurance of lives made by it, one-third of which the defendant was by law bound to pay the plaintiff.

That the accounts are singularly complicated, and that the method by which the value of the share of the plaintiff which he has obtained by full payment of his premiums and completion of his tontine period is ascertained, is one of much complexity and difficulty in its application, appears from the evidence reported. A court of equity is the appropriate

tribunal for dealing with such an account, and the defendant is fairly bound to produce an account from the data in its possession which shall show that it has complied in its promise equitably to apportion to the plaintiff his share in the accumulations made through the operations of the tontine provision in his policy.

Nor do we perceive that it is necessary to join any more of this class of policy-holders in the bill or that the bill should be brought on their behalf. It appears by the answer of the defendant and also by the evidence, that all the policy-holders of the class to which the plaintiff belonged have been settled with and received the amount apportioned to them by the defendant corporation, but even if it did not, the plaintiff made his individual contract with the defendant; if others have similar contracts depending on similar states of facts they in no way effect his; he has no demand upon any one other than the defendant; and nothing that he will receive from the defendant will in any way affect the claims of others.

It is contended that the apportionment of the reserve or accumulated profit to be made at the conclusion of the tontine dividend period is but the declaration of a dividend and that the court will not interfere with the declaration of a dividend even by a domestic corporation, is being a question solely for its directors or other proper officers whether any shall be made, if so, how much; and that until this is made no stockholder has any right in any profits that have been made or assets that might be divided. Conceding that to be the general law the amount to be apportioned or which the plaintiff is entitled to have apportioned, is not a dividend in the limited sense in which the word is used in its application on the dividends to stockholders. Between stockholders and the corporation of which they were members, no relation of debtor or creditor ordinarily exists, nor does any arise until a dividend has been declared. The affairs of the corporation are managed by them or those whom they elect as officers, and by this administration of affairs they are bound. The plaintiff is not a member of the corporation but its creditor who has contracted with it. At the end of a fixed period having complied with the contract on his own behalf and made the payments required, he is entitled to have apportioned to him his share of a certain computed fund. The defendant has no right to withhold it as a corporation may withhold a dividend from a stockholder. This share or its equivalent in value is the plaintiff's own property and not that of the defendant corporation. Nor is it important that the sum to be computed as belonging to a class and for which the apportionment to the plaintiff's policy is to be made, is constituted partially of dividends which, but for the tontine contract, would have been previously paid upon the policy. It may be that the amount of a dividend annually or at other stated intervals distributed to policy-holders could absolutely be determined by the officers of the corporation. If this is so the plaintiff could still have the right to an account, and to ascertain whether the dividends reserved under his contract were proportionately the same as those declared on other life insurance policies, having relation to their different circumstances, or at least to ascertain what were the amounts reserved as dividends to be passed to the credit of the fund when it should be computed, if it had no actual existence.

In our view of the case if the defendant was a domestic corporation, there would be a right on the part of the plaintiff to have an account taken, and to ascertain thereby whether a fair apportionment had been made. If the defendant had kept no account, if it had no means of furnishing it or showing whether it had dealt justly or unjustly with the plaintiff it should be answerable for the injury which it had occasioned by its neglect to do what the contract implied it would do.

The defendant is however, a foreign corporation, and it is urged that this court ought not to take jurisdiction of the case, if it were possible so to do, and that practically it is impossible for it to effect justice between the parties.

That it is a matter of grave inconvenience to the defendant to be held to an account here may be conceded. That if the objection had been promptly taken that the plaintiff was a resident of New York as well as the defendant it would have received serious consideration, we have heretofore suggested. Smith *vs.* Insurance Company, 14 Allen, 336.

But we find no inconvenience that is insuperable. The defendant has an established place of business in this commonwealth and an agent to receive service of lawful process. It may be presumed that it anticipates that the profits of the business will compensate for the inconvenience of being held to answer and in a proper case to account in a state other than that to which it owns it corporate existence. It is true that we cannot bring the officers or the books or the assets of this corporation within our jurisdiction, but the corporation is truly lawfully before us. We shall not assume that it will neglect any order that we may pass nor indicate how such order may be enforced, or if it cannot be enforced how such proceedings may be had. The plaintiff may be indemnified for the violation of the contract made with him.

It is a further objection that the case requires us to exercise jurisdiction over the corporation in its corporate function, in the matter of its internal economy and in the relations existing between it and its policy-holders. The statute under which this corporation is subjected to the service of process does not, it is true, necessarily bring the subject matter of the suit or the remedy sought within the jurisdiction of this court, nor do the rights or liabilities of parties under local laws of necessity follow them into other jurisdictions. Smith *vs.* Insurance Companies, 14 Allen, 336.

Did the inquiry before us concern the relation between the defendant corporation and its stockholders we could not undertake to pass upon or determine it. New Haven Horse Nail Company, 42 Mass., 349.

Such an inquiry is to be determined by the local tribunal. Were the case such that we were called upon to pass any order directing or controlling the corporation in the exercise of its corporate duties, we have no such jurisdiction as would enable us to do it. The subject matter would not be within our province. But in the case at bar, the plaintiff is a creditor and not a member of the corporation. He has a contract with it which he claims the corporation has not fairly performed.

There is no question of internal economy involved as when the relation between the corporation and its members are concerned. If it has adopted any method of conducting its business inconsistent with the true performance of its contract, such a method of administration will not deprive the plaintiff of any rights. It can no more refuse an account than could an individual to whom the plaintiff entrusted his money under any similar contract. In dealing with the plaintiff the corporation deals with an outside party, and only the relation which it bears to such party claiming to be its creditor is here involved.

The questions whether if the defendant is to account, on what principles he is to do so, or whether, if the case is submitted to an auditor or a master, it shall be so submitted by an order which shall direct him how the account shall be taken, have not been discussed and are not considered. It may be that fuller evidence may be required before they can be disposed of, than has yet been taken. Decree for an account.

Miscellany.

Physical Inferiority of Dwellers in Cities.

The superiority of country-bred to city-bred lives was preached in a paper read by Dr. J. Milner Fothergill, at the recent annual meeting of the British Association for the Advancement of Science, at Manchester, a report of which we find in the *Post Magazine*. The title of the Doctor's paper was "The Effect of Town Life on the Human Body," and he said:

As a hospital physician he had been struck by the physical inferiority of the denizens of towns as compared with country people. That town residence impaired the physique was a fact observed by Lugol, Hayles, Walsh, Cantlie and others. Special inquiries set on foot had resulted in proving the great rarity of a pure bred cockney of the fourth generation. Of old, life was practically a country life, with a walled town here and there. Now urban populations exceed in number the country folk of this country. Of old a strong physique for work or war was the one thing to be coveted. Now the active brain was what was required for success in the battle of life. In the middle ages, the weakly retired to the cloister and the convent, while the race was reproduced by the strong. Now the offspring of the weakly could be

reared by costly prepared foods. The children of to-day were alike the products of the weakly and the strong.

The deterioration of town populations could be seen to be a reversion towards an earlier and lower ethnic form. While the residents in the country remained Anglo-Danes, town dwellers approached the smaller and darker Celto-Iberian race. This could readily be seen by comparing the population encountered in Shoreditch and Whitechapel with the massive folk seen in country towns on market day. It could be demonstrated by a visit to Madame Tussaud's in spring, and comparing the crowd of small dark living beings with the substantial fair personages sitting there in effigy. A visit in autumn, when the visitors were largely excursionists from the country, brought out the contrast of town dwellers and country folk very markedly.

In looking into the forces in action in producing this physical impairment, one factor certainly was the forced development of the brain in the town child as compared to the country child. The stolidity of the country child compared to the precocious development of the town child was largely due to the monotonous existence of the one as compared to the life of excitement led by the other. The demands of the nervous system in the town child led to a comparative starving of the other tissues of the body, while in the country child all grew alike in fit proportion. The digestive organs specially suffered, and the town dweller could not eat the food so largely in request in the country—pastry, cakes, meat-pies, Yorkshire pudding, Norfolk dumplings, and Cornish pasties—because such food caused in him dyspepsia. In order to avoid the pains of indigestion the town dweller ate fish, bread and meat. Especially was he fond of the sappy tasteless meat, which was so easily procured in towns, But with the indoor life led, combined with an impure atmosphere, the oxidizing processes were defective and the presence of excrementitious matter in the blood set up in time that change in the kidneys and elsewhere commonly spoken of as "chronic Bright's disease," and for which it was now proposed to substitute the term "vasorenal change," as more applicable.

Another consequence of the impairment of the digestive organs was the inability to take fat, by which the system was predisposed to pulmonary phthisis, consumption, and Bright's disease, separately or combined, and the maladies which formed the scourge of degenerating town populations, while their children succumbed to the maladies of childhood Town life was thus destructive, especially to those who were born and reared in large towns.

The Old Fashioned Fire Department and the New.

Indulging in reminiscences of the old volunteer fire department of New York, the New York *Sun* says:

The great pride of a company was to keep its engine and other apparatus in the most beautiful condition and to be the first to get to a fire. The result was that large sums were spent on adornments, and occasionally rival fire companies would fall to fighting when they encountered each other tearing through the street, so eager was each to be on hand to pour the first water on the flames. The elections of officers of the companies were occasions when party spirit would oftentimes run high, and in them many men who afterward became leaders in politics learned the business of political management and secured large numbers of enthusiastic followers.

Therefore when the project for establishing a paid fire department like those of European cities was first advocated, it was violently opposed by many of the old firemen. They argued that it would degrade a service which had always been performed in New York from love of glory only, and would take away from our young men an occupation in which were displayed the best traits of manhood. But the paid fire department was established, the steam fire engine replaced the old hand-worked engine, and the enthusiasm of the volunteer, so often exercised without wisdom, was superseded by the calm methodical work of the professional fireman, under a discipline of military severity. It was no longer great fun to go to fires; but fewer fires proportionately were destructive, the scientifically organized department doing the best part of its work in preventing the spread of flames which under the old system, would have consumed millions of dollars of property now saved.

The management and putting out of fires has, therefore, become the business of experts, and if the glory and the fun of the past are gone, the people are reconciled to the loss, because the property is more secure against the flames. Instead of a fire in a man's house being attacked by a mob of his friendly but overzealous townsmen, it is now assailed by a selected corps of men who are specially trained to the work, and who are under perfect discipline.

Glorious as the old Volunteer Fire Department was, the change from it to the present fire department has been an advance from barbarism to civilization. But what has most accelerated the progress from the old days has, of course, been the development of the steam fire engine.

Life Insurance in Spain.

Life insurance in Spain is a comparatively new thing, says the London *Insurance Post*, and it then continues:

In spite of a certain amount of business obtained there by French companies, the public mind—which is more naturally inclined to lotteries and gambling—has not yet grasped the subject. Few countries have suffered so much from native tontine societies, but, in spite of all, tontines always please them. Another great rock in one's way is the "hidalgoism" of the Spaniards, who, though excellent men, are excessively proud. A Spaniard cannot entertain the idea of assuring for a small sum; he never speaks of less than 50,000 frs. or 100,000 frs., but does not assure, or, if he does, takes a much larger policy than he can afford to keep up. In fact, there are no unimportant men in Spain, and it is only men of really high position who make no difficulty about granting an interview. If you desire to see a minister you ask for an audience, and are received in a charming manner by an unostentatious and pleasant gentleman, whatever office he may hold. But if you wish to see an insurance agent, a banker, or an official of any public office whatever, that is quite another matter. In every office there is an antechamber occupied by a lackey in livery. You give your card, and if you are visiting an insurance agent and he is absent, the lackey, assuming the air of the most important minister, will say, "*El senor director se ha marchado*"—in other words, that he is out, but that the assistant director (the name given to one who is simply an employe) is within. The writer in *L'Argus*, from whose article we have culled these lines, points out that in the summer season one may see in the public promenades thousands of carriages emblazoned with armorial bearings, occupied by gaily dressed riders. There appear to be multitudes of rich men, yet it will be found on inquiry that many of them on returning home for their evening repast, will dine off a simple soup or a cup of chocolate with a glass of *azujarilla;* after that a cigarette, and later on a lounge in the drawing room while listening to some music. Ask one of these superficials to assure his life for 10,000 frs., and he will reply that he could not think of being assured for less than 100,000 frs. or 200,000 frs., and what that ends in we have already explained. One must agree with the writer, that the pioneers of life assurance have their work cut out for them in Spain. Moreover, it is somewhat doubtful whether those who subsist on soup and chocolate can be desirable lives.

Special Notices.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued without medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual. and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.

JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.

Agencies in all the principal Cities of the United States.

NOTICE TO LIFE INSURANCE AGENTS.

The American Life Insurance Co.

OF PHILADELPHIA,

Is prepared to negotiate with competent men in the following States: Pennsylvania, Maryland, New Jersey, New York, Ohio and Illinois. For full information address,

JOHN J. MACFARLANE, President,
P. O Box 1556, Philadelphia, Pa.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552,617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

The Fire Insurance Association

OF LONDON.

TRUSTEES IN NEW YORK.
JACOB D. VERMILYE, President Merchants National Bank.
THOMAS REID.
F. D. TAPPAN, President Gallatin National Bank.

THEO. W. LETTON, General Manager and Attorney for the United States.

Sun Fire Office of London, England

J. J. GUILE, U. S. MANAGER,

OFFICE, 30 NASSAU STREET, NEW YORK.

QUEEN

INSURANCE COMPANY.

THE UNITED FIRE RE-INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD. Manager.

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.

A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

Penn Mutual Life Insurance Co.

OF PHILADELPHIA.

INCORPORATED IN 1847.

ASSETS, - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.

J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

Lion Fire Insurance Company,

5 LOTHBURY, E. C.

LONDON, - - - - - ENGLAND.

United States Branch, - - - - - - - - Hartford, Conn

M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes, Cyclones and Farm Property

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - Phenix Building, CHICAGO, ILL.

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

GEORGE INGRAHAM, 2d Vice-President.

COMMERCIAL UNION ASSURANCE CO.

LIMITED.

OF LONDON.

OFFICE:

Cor. Pine & William Sts. New York.

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y

GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON.....Chicago.
H. K. LINDSEY.....Cincinnati.
E. W. CARPENTER.....San Francisco.
HUTSON LEE.....Charleston, S. C.
S. O. COTTON & BRO.....Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. 'It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

Liverpool & London & Globe Ins. Co.,

ESTABLISHED, 1836. ENTERED UNITED STATES, 1851.

NEW YORK OFFICE:
WILLIAM & PINE STREETS.

NEW ENGLAND, NEW YORK, PENNSYLVANIA,
OHIO, INDIANA, KENTUCKY,
TENNESSEE, ARKANSAS, MARYLAND,
DELAWARE, DISTRICT OF COLUMBIA,
VIRGINIA, WEST VIRGINIA,
NORTH AND SOUTH CAROLINA,

J. E. PULSFORD, Resident Manager.

CHICAGO OFFICE:
124 LA SALLE STREET,

ILLINOIS, MICHIGAN,
IOWA, WISCONSIN,
MINNESOTA, MISSOURI,
KANSAS, NEBRASKA,
COLORADO, DAKOTA,
MONTANA, UTAH,
WYOMING, AND NEW MEXICO.

WILLIAM WARREN, Resident Secretary.

NEW ORLEANS OFFICE:
Corner CARONDELET AND GRAVIER STREETS.

LOUISIANA,
MISSISSIPPI,
ALABAMA,
GEORGIA,
FLORIDA,
TEXAS.

HENRY V. OGDEN, Resident Secretary.
JULES P. ROUX, Assistant Secretary.

SAN FRANCISCO OFFICE:
422 CALIFORNIA STREET.

CALIFORNIA,
NEVADA,
OREGON,
ARIZONA,
WASHINGTON
TERRITORY,
IDAHO

CHARLES D. HAVEN, Resident Secretary.

ESTABLISHED 1872.
THE
ACCIDENT
INSURANCE COMPANY OF NORTH AMERICA
MONTREAL.

SIR A. T. GALT, G. C. M. C. President.
EDW. RAWLINGS, Managing Director.

ACCIDENT BUSINESS ONLY.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

The United States Life Ins. Co.,
IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. Sec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

Royal Insurance Company,
OF LIVERPOOL, ENGLAND.
[FIRE.]
ESTABLISHED 1845.
HEAD OFFICE METROPOLITAN DISTRICT,
ROYAL INSURANCE BUILDING,
No. 50 WALL STREET, NEW YORK.

STATEMENT OF THE UNITED STATES BRANCH,
January 1, 1887.

ASSETS.

U. S. Goverment Bonds, market value	$2,325,470 00
Real Estate	1,790,967 78
Cash in Banks and Offices	237,999 65
Accrued Interest	48,100 00
Uncollected Premiums	311,263 21
Other Assets	116,331 17
	$4,830,131 81

LIABILITIES.

Unpaid Losses, Unearned Premiums, and other Liabilities	$2,500,579 97
Surplus	$2,329,551 84
Income in U. S. for 1886	$2,645,297 22
Expenditures	2,499,210 64

MANAGERS.

EDWARD F. BEDDALL, New York, for Metropolitan District, Royal Insurance Building, 50 Wall Street. W. W. HENSHAW, Assistant Manager.
SCULL & BRADLEY, for Massachusetts, Connecticut, Rhode Island, New Hampshire, Maine, Vermont; 53 Devonshire Street, Boston, Mass.
JOHN H. LAW & BRO., for Ohio, Indiana, West Virginia; Cincinnati, Ohio.
CHAS. H. CASE, for Illinois, Michigan, Wisconsin, Minnesota, Kansas, Missouri, Iowa, Colorado, Nebraska; Royal Insurance Building, 169 Jackson Street, Chicago.
CHARLES R. KNOWLES, for State of New York, [except Metropolitan District.] Albany, N. Y.
R. EMORY WARFIELD, for Maryland, Virginia, North Carolina, District of Columbia; 15 South Street, Baltimore, Md.
BARBEE & CASTLEMAN, for Kentucky, Tennessee, Georgia, Florida, Texas, South Carolina, Alabama, Louisiana, Arkansas,; Louisville, Ky.
GEORGE WOOD, for Pennsylvania, New Jersey, Delaware; Royal Insurance Building, 306 Walnut Street, Philadelphia.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445.320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413.982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493.94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insuranec Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. BOYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, OCTOBER 8, 1887. No. 15.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THE *Independent* is doing some very excellent work in exposing the fallacies of some of the pretentious humbugs which deal in what they miscall insurance. This week, under the head of "miracle-working," it gives nearly two columns to the Iron Hall, an institution which is having a great run in the western states, and which is as barefaced a swindle as any of the numerous tricksters who follow in the wake of circuses and horse races. The Iron Hall proposes, by assessments levied on its members, to pay each of them a thousand dollars during or at the end of seven years. If one dies meantime his payments are refunded. This sum is either to be paid in sick benefits as occasion requires or in a lump sum at the end of seven years as an endowment. The assessments it is claimed will not be more than forty dollars per annum. A little exercise in common arithmetic will enable any one to determine that seven annual payments, (if the whole were paid at the beginning of the year and at once invested at six per cent. and compounded) of not less than one hundred and twenty dollars each, would be needed to meet the requirements of this contract, with a margin for expenses of less than a dollar a year. Nothing less than this will do the business, and the pretence that assessments not to exceed forty dollars a year will do it has no foundation in common sense or arithmetic. The *Independent* will, no doubt, succeed in keeping a great many well meaning men from investing money in the Iron Hall and kindred institutions, but it will have to eradicate ignorant credulity before it can prevent great numbers from investing in these senseless schemes. Scarcely a week passes that we do not receive letters from some victims or would-be victims of these insurance sharpers, and they might as well ask us if the moon is made of green cheese or if there really is a pot of gold at the end of the rainbow, as to ask us if these schemes are honest insurance. We told one of these anxious inquirers, who not long ago desired our advice, to drop the thing and get his life insured, and he replied that he did not wish to be insulted. If he had been a subscriber he would probably have stopped his paper.

A VERY large proportion of the members of the New York Tariff Association, so large as to be practically the whole, have decided that as mariners on a stormy sea, a few leaks in their craft do not justify its abandonment and a taking to the water by the crew. Or to use another figure of speech they do not propose to abandon the road and take to the woods. Or still another, recognizing the uncomfortable heat of the frying pan—they do not intend to jump into the fire—all of which is summed up;

> And makes us rather bear those ills we have
> Than fly to others that we know not of.

As at present advised only two members of the association, J. M. Whiton, and Pell, Wallack & Co., prefer the bare bodkin. They have withdrawn, with their companies; have, as it were, taken to the woods, or jumped into the water. With them have gone five little companies, and the tariff association is lightened of so much dead weight. These passengers who never pull an oar and want to command the ship are a great nuisance, and they are now where they must either swim or drown, it matters little which. We assumed, last week, from information then at hand, that the spirit of defection was greater than it has proved to be. The New York Tariff Association proposes to keep up its organization, and to do what it can to equalize rates in the metropolitan district. To do this it will have to be content to work without the assistance of all companies, and must not expect rigid compliance with its rules on the part of any one. The committee on complaints and grievances appears to us, from an outside view, a mistake. We shall see what it will do.

ONE of the commissioners present at the Niagara Convention told the editor of THE WEEKLY UNDERWRITER that his department would, this year, turn into the state treasury a hundred thousand dollars. It was one among the smaller states in the list of those whose income we printed recently, the total of which footed up about half a million of dollars. That commissioner intends, evidently, to justify his appointment, and recommend his continuance, by a strict enforcement of the law, especially of the law relating to fees and taxes. He has a thorough comprehension of the uses of an insurance department. We do not mention this fact as in any sense a disparagement of the official in question, but as indicating the direction in which that large and increasing body of people who do not believe in state supervision may proceed in their efforts to rid the premium payers of the country of this burden. The fees must be reduced and if possible destroyed, and then the departments will collapse as speedily as did De Sauty in Dr. Holmes' poem; when the current ended, there was no De Sauty. This commissioner was one of those who voted against the proposition to have examinations paid for out of the state treasury, and well he might be. He might have quoted Shylock, but did not:

> You take my house when you do take the prop,
> That doth sustain my house; you take my life
> When you do take the means whereby I live.

If the people of these United States could once rid themselves of the useless expenditures, the means for which are secured by indirect methods, there would be a large number of politicians on the unemployed list until such time as they

could secure places in some productive industry. It is a shame that they are now put to worse than useless work. All of them are even above the average in ability and intelligence. What an addition they would make to the world's force of workers if they could be taken from the thankless drudgery of insurance supervision. where they are making believe that they are bleeding insurance companies while they are really engaged in increasing insurance premiums.

THE *Spectator* is painfully mistaken in the following paragraph :

We notice in the advertising columns of THE WEEKLY UNDERWRITER of last week, an advertisement of the Home Provident Safety Fund Association of New York, a company doing a life insurance business on the assessment plan. As THE WEEKLY UNDERWRITER has been one of the most intolerant journals regarding assessment companies heretofore, the admission of an advertisement of such a company to its columns would indicate that the editor has finally made up his mind that assessment insurance is actually among us, and is a factor in the life insurance business that demands and will have recognition. It also indicates that the editor realizes the fact that the public is entitled to know, through the columns of an insurance journal what is being done in insurance matters, whether the plans presented by the company seeking business meet with the approval of the editor or not.

The announcement made by the Home Provident is that it has abandoned the assessment business as inequitable and is writing term insurance. We are always glad to welcome the returning prodigal. We have lost none of our intolerance for hat passing, and none of our scorn for the apologists of sham insurance. Nor do we intend ever to shield our desire for business under the shallow plea that "the public is entitled to know." Our public has a right to expect that THE WEEKLY UNDERWRITER will be an insurance newspaper in fact and not a sham one, and we do not intend that it shall be disappointed.

IN our necessarily brief summary of Mr. Notman's remarks at the Niagara Convention, we passed hastily over the portion treating of re-insurance reserve, because we thought it hardly fair to a speaker suddenly called upon for his views to hold him to the strict letter of his speech, especially as that strict letter involved him in a statement which is a mistake. As he has since written out and printed his speech, we give our readers the benefit of this part in full:

In regard to the re-insurance reserve, it may be looked at from two points: first as a fund for the protection of policy-holders should the company get into difficulties and to re-insure all its risks in some other company or companies or to cancel its policies and return the premium to the assured; or it may be looked at as a fund provided for the payment of losses which may arise on policies in force at the time the reserve is made. If the latter view is the correct one, then I suggest that a single line be inserted in the blanks and the answer to it would make each company its own criterion as to its liability, and that line is "What amount of loss have you paid during the year on policies in force at the beginning of the year?" That would show the relation which the re-insurance reserve, so-called, bears to the losses on the policies in force when the reserve is made, and it is scarcely fair to bring all companies to the same percentage, inasmuch as they will be found in the answers of this question to differ widely in the net results.

If you take the other view of the re-insurance reserve, then it is to be measured by the amount which would be payable to the assured on the cancellation of policies, and that amount would be the proportion for the unexpired time of each policy on the sum actually paid by the assured to the company, or through a broker or agent. If the company receives one hundred cents on the dollar of the premium named in the policy, then it would be called upon to return in that proportion. If the assured has a rebate from the company, or a rebate from the broker, all he could claim would be the proportion of the exact sum which he paid. Now, in making, the re-insurance reserve companies have been in the habit of putting down the whole sum paid by the assured, without deducting any rebate made by broker. Commissions paid to brokers in New York city are large. Ten to forty per cent. are common rates. It is said that fifty per cent. is sometimes paid; but assuming twenty per cent. as an average, that is used in part by the broker in paying a rebate to the assured to attract business.

Whatever rebate is made, whether by the company or the broker to the assured, is a proper deduction in cancelling the policy from the amount in premium to be returned. Again, when a company re-insures its risks in gross on retiring from business, it always gets a handsome rebate of from fifteen to thirty per cent., and I have heard of even more in special cases, from the re-insurance reserve, and as all the expenses are marked off when they are made, it seems right that the companies in making up their re-insurance reserve should have the benefit of any rebate they could claim from the assured on the cancellation of the policies, or that they could obtain from the re-insuring company in re-insuring their risks in gross.

It seems to us that there is something lacking in this as a measure of the liability of an insurance company. Which horn of the dilemma does Mr. Notman wish to take? He is certainly mistaken about the rebate which the company could claim from the assured. If the company cancels it must return to the assured the *pro rata* amount of the sum written in the policy. Brokerage and rebate and taxes and commissions do not play any part in cancellations, and the law of New York, and of most of the states is based upon this fact. If Mr. Notman's company succeeds in deducting brokerage from the return premiums in cancelling policies, it must have a more unsophisticated clientage than most companies. Again if we look at it as a question of re-insurance, how is the state to get at anything tangible. We recorded the case of a retiring company not long ago, which could not effect a re-insurance, but whose business was run off the books at one-half the unearned premium. What a company could get out of re-insurance would depend upon its customer and the state of his appetite for business. The present method we all admit is not scientific, nor sensible, and we want something better. Has Mr. Notman hit upon it in his suggestion that it be based upon the losses of the previous year. It is but a suggestion, and we should be glad to see it elaborated.

Post Mortem Dividends.

"ARE post mortem dividends defensible?" is a query which the *Monitor* puts forth in its September issue, and although the question is not leveled specifically at us, we take the liberty of answering in the affirmative. The theory upon which the *Monitor* would answer its own question in the negative—if it did so answer it—is given, as follows :

The cost of life insurance is based upon our ignorance of the after-life of the individual applicant. The premium charged is the measure of our knowledge concerning it. Were it possible to divide all entrants, say at age forty, into two classes, one of which would survive for twenty years and the other would not, and to say of each individual to which class he belonged, it is obvious that the same uniform rate could no longer be charged. Could we know the actual after-life of an individual, he would no longer be insurable except at a rate commensurate with it. Thus the contract is founded on ignorance.

But when the policy has become a claim, the actual cost of that insurance has become a known quantity. Either the claimant has secured the fund at less than its real cost to the company, or he has contributed more than the cost. If the former, on what principle of equity should he be allowed to go beyond the contract and share in a fund toward which events proved not only that his policy did not contribute but which it helped to deplete? Ought not the surplus in equity to be distributed among those who, as the outcome showed, contributed to form it and in proportion to their contribution?

Let us suggest another direction for our contemporary's study of the equities of the case. When a man dies out of a company it is easy to determine what, up to that time, has been the cost of insuring the entire membership. He has

taken his chance with the rest. Ought not all that he has paid in excess of the mortuary claims and expenses to be returned to his heirs, including his own contribution to the reserve? The reserve is, of course, unearned premiums, and they do not want to pay premiums for future insurance which they will not get.

The *Monitor's* supposititious case does not differ from the tontine policy, and our own is term insurance. Both extremes may help us to a clearer understanding of the equities of the ordinary life policy, as well as to show that post mortem dividends do not violate any of the equities of the contracts.

If all the assumptions of the level premium at the outset of the insurance were exactly realized in its subsequent experience, the question could not arise—there would be no surplus to divide. Surplus is therefore outside the expectations of the parties to the contract. It is something which has arisen from a miscalculation of future results. It has arisen from profitable investments, from lessened expenses, from unsuspected or at least unknown vitality. The mutual policy-holder is in equity a sharer in these good gifts. They have lessened the cost of insurance to all, and therefore to him as an individual.

But it is possible that these favorable conditions may one day be reversed, and so we say that it is best to keep a reasonable surplus against that day. Most policy-holders we think would say, "let that margin be ample. We are willing to contribute to it, if only we can have our share of the contribution paid with our policy." In this way all take an equal chance and pay equally for it. The sum total of the contributions amounts to the sum total of the insurance—no more, no less. And that is the essence of the equity in life insurance.

What the *Monitor* suggests is not an equitable distribution of the burden of insurance. It takes from those who die early to give to those who live long. It makes the insurance cost more to one and less to the other. We are apt to say that the policy which becomes a claim early gets enough, or too much, anyhow. That is not true and it comes very short of a proposition in equity.

The life insurance contract which does not give to the holder its share in the company's surplus when it becomes a claim, falls by so much short of equity. The amount that is paid in on any individual policy—or the number of premiums paid, have nothing to do with the equities of the case, and the policy which becomes a claim before the ink is dry on the premium receipt has the same rights in equity as the one which pays till old age.

Facts and Opinions.

A MEETING of the New York Tariff Association was held on last Tuesday. Of the fifty-seven members of the association fifty-six had replied to the circular printed in THE WEEKLY UNDERWRITER of September 24, a part answering all the questions in the affirmative and a part responding to only certain questions and making explanatory answers. Two members of the association tendered their resignation: they were John M. Whiton representing the People's Fire of Manchester, N. H., and the St. Paul Fire and Marine, and Pell, Wallack & Co., representing the Boatman's Fire and Marine of Pittsburgh, the Firemen's of Baltimore, and the Peoples of Pittsburgh. Mr. J. Montgomery Hare, representing the Norwich Union, withdrew, but announced that he should continue to observe the rules and rates of the association in respect to the business of the Norwich Union. A motion was made by Mr. Kennedy of Weed & Kennedy to dissolve the association, which motion was not carried, the vote being overwhelmingly in the negative. A committee on grievances, consisting of five members, was appointed to whom all complaints against members of the association for the non-observance of the organization's rates and rules should be referred. Messrs. Belcher, Moore, Litchfield, Rowell and Temple were named as such committee. The duties entrusted to this committee being considered to some extent distasteful, it was arranged that at the end of every two weeks a new member should be substituted for one already serving, and that members should serve in rotation. To this committee was referred the replies to the circulars above mentioned. The committee was also entrusted with the privilege of retaining an auditor, who should not be connected with the insurance business, to examine the books of any company when necessary. A motion was also made to abolish all the rates of the association except those on fiber storage stores, but it received only one vote in the affirmative. The committee on grievances has had two meetings this week.

THE New York Court of Appeals has reversed the decision of the general term, which ordered a new trial in the case of Lorenzo Dimick, of Buffalo, and unless there are some means known to the law for further delay, Mr. Dimick will serve a term in the penitentiary for grand larceny, in obtaining and feloniously appropriating to his own use, as charged, $4,975, the property of the Thames and Mersey insurance company. That is, he will serve that term unless he leaves his bail in the lurch and gets his body beyond the reach of extradition laws. In plain English, Mr. Dimick's alleged offense is that being the agent of two insurance companies, he transferred a risk from the one to the other after he knew of a loss under the policy. That sum of money he is adjudged to have stolen from the company. The alleged offense is a rather unique one, and perhaps the law has no better term for it than that of grand larceny. Since the decision of the court of appeals has been made known, Mr. Dimick has not been visible to the enterprising Buffalo reporter, and it is assumed that he has gone to Canada, and one despatch announces that he "is supposed to be at or near Toronto." Another says that the Thames and Mersey Marine has secured a warrant of attachment against Dimick's Buffalo property for $100,000 in a suit begun in the supreme court, and that the Continental company has secured an attachment for $25,000. The issue between the Continental and the Thames and Mersey and its associates is still being tried by arbitration, and at the Continental office it is claimed that there is no doubt of a result favorable to that company.

HOLBROOK HALL, a large apartment house on Park avenue and Sixty-second street, New York, was partly built five years ago by W. Van Antwerp, with money partly borrowed from the New York Life insurance company. He failed in the midst of the work and the insurance company was forced to foreclose its mortgage of $250,000 and complete the building. The builder's work was badly done, however, and the city building department required alterations to be made which were said to have cost nearly $400,000. Recently a fire having done some damage to the structure, the company caused a thorough inspection to be made, which re-

sulted in discovering that dry rot had set in in some of the supports, thus endangering the stability of the edifice. There were eighty-five tenants and they were summarily warned to leave, the company providing temporary shelter for them in a hotel. The building will have to be reconstructed or come down altogether.

THE Metropolitan Life of New York effected an important engagement in securing Mr. Charles John Harvey, of the Institute of Actuaries, as its consulting actuary. Mr. Harvey began his professional career in the service of the Prudential of London, where he obtained fifteen years close acquaintance with the industrial business He was afterwards manager of the Barbadoes Mutual Life, and a few years ago was residing temporarily in New York as adviser to the Metropolitan Life. When he returned to England he accepted a position with the Norwich Union Life. He now returns to New York. Of Mr. Harvey's published papers and editorial work, the London *Insurance Record* says:

As an actuary, Mr. Harvey is favorably known, having contributed to the *Journal of the Institute of Actuaries* papers of recognized merit and importance. Mr. Harvey is at the present time engaged in writing the preface to a new and complete set of Survivorship Tables he has recently computed, wherein the H^m values at three per cent. interest are given with subsidary tables that allow (by a rapid and simple method of interpolation) of the single and annual premiums being ascertained, corresponding to the mortality of the Government Annuitants and the H^{m5} Table for the counter and failing life respectively. While we believe that these tables would, owing to the difference in the laws of entail and primogeniture, not be very frequently used on the other side of the Atlantic, yet it would be difficult to over-estimate their value to the profession in England; in fact they would supply a much felt want, and we may therefore hope that Mr. Harvey will publish the results of his labor and research.

THE insurances on the Edgewood, N. Y. chair factory, which burned a few days ago were in the following companies: Lincoln of Lincoln, Neb., (since failed) $1,000; Standard of Wheeling, W. Va., $625; Dakota Fire and Marine, $625; Fidelity of Huron, Dak., $500; Council Bluffs of Iowa, $625; Merchants of Decatur, Ill., $1,000; Green, Schoharie and Delaware local company, $1,000. The New York *Commercial Bulletin* says:

It is said that the rate paid to these companies was four per cent., while the rate demanded for such a risk was eight per cent. It would be interesting to learn whether the owner of this property now considers the insurance he got cheap or dear. Not one of the above companies is licensed to do business in New York state, and hence it would also be interesting to learn whether the broker who placed this risk made affidavit according to law that he went outside the authorized companies only after he had failed to find any of them that would take it.

THE collapsed Lincoln Fire insurance company, of Lincoln, Neb., had an existence of only one year. It was started apparently to do only an underground business. The Chicago *Inter-Ocean* says of it:

The capital stock was $100,000 throughout; over one-half of it was paid up. J. J. Imhoff was president, and J. M. Vale, secretary. Risks were written from Maine to California, and a great many in the South, and special hazards at that. Much of the business was underground, as the company could not comply with the statutes of the various states. The stockholders are prominent business men of this city, and their loss is $100,000. The assets are practically nothing, with loss claims now reported of about $75,000. They are increasing daily. A receiver will be appointed and the institution wound up.

THE first meeting and dinner of the Boston Life Underwriters Association since the summer vacation, was held on Monday, with President Phelps in the chair. Among the guests were: Messrs. H. W. Smith, actuary of the American Life, of Philadelphia; A. W. Lee, actuary of the Berkshire Life, of Pittsfield; Louis N. Geldert, of Chicago, and W. B. Sears, of Boston. Mr. Smith read an excellent paper on the indispensableness of the agent to the life insurance business, and was given a vote of thanks. Remarks were also made by ex-President Hodges, Medical Examiner Crozier of the State Mutual Life, and Maj Calef.

THE name of Mr. Charles Sewall of the Commercial Union, of London, has been frequently mentioned of late in New York and Chicago, in connection with the vacant position of chief executive officer of the Phenix of Brooklyn. We feel authorized to state that if any proposition of the kind has been made to Mr. Sewall, it must have been accompanied by strong inducements, as his relations with the Commercial Union are peculiarly pleasant and have become very much strengthened of late through the visit to this country of the general manager of the home office of that company.

THE annual report of the Fire Patrol committee of the New York Board of Fire Underwriters, has been published. The expenditures for fire patrol purposes in the city of New York, for the year ending April 30, 1887, were $92,858,67. The tables show that the number of alarms during the year were 1,847, the number of hours served at fires by the patrol 1,842, and the number of covers spread 8,314, a large increase on previous years. The insurance loss of the year in the city was $3,556,292.57.

OF the 140 lives lost in the burning of the Exeter Theatre in England, fifty-five had been insured by the great Prudential of London, on the industrial plan. That two persons in every five who lost their lives in that fire should be Prudential policy-holders strikingly illustrates the vast scope of the operations of that company in England.

THE petition of several agents to the Boston Tariff Association for a reduction of ten cents on the forty cent rate on leather risks comes before the association next Tuesday. It is more than doubtful about its being granted.

THE Massachusetts insurance department has examined fifteen companies so far this year in accordance with the law demanding triennial examinations.

ABOUT three-quarters of the assessments upon the stockholders of the Phenix to make intact its capital, have already been paid in.

THE Metropolitan Board of Fire Insurance Brokers of New York, is fitting up official headquarters at No. 34 Liberty street.

THE American Mutual Liability company of Boston, was empowered to do business in Massachusetts on October 1.

Personals.

AGENCY APPOINTMENTS.

Fire Insurance Association of London: Cronheim & Lowe, Atlanta, Ga.
Fireman's Fund of San Francisco: Thomas M. James, New Bedford, Mass.
Guarantee Company of North America: Chace & Shaw, Fall River, Mass.
Lancashire: A. S. Jordan & Co, Weymouth, Mass.
Liberty of New York: Paul Turner, Baltimore, Md.
Merchants of Newark: W. F. Dearborn, Jr., Newton, Mass.
Northern of London: C. L. & D. B. Harris, Atlanta, Ga.
Phœnix of Hartford: A. S. Jordan & Co., Weymouth, Mass.

Mr. William B. Cornell of Chicago, widely known as one of the leading fire underwriters of the United States, died suddenly in Chicago on Monday afternoon; an affection of the heart being the supposed cause. Mr. Cornell has been identified with the North British and Mercantile as its western manager since 1873. He began his fire insurance career fourteen years before in Minneapolis. He removed to Chicago in 1864 and entered the office of the Hartford Fire under Mr. Bissell, and subsequently he went to Nashville as special agent of the Ætna of Hartford. In 1873 he became connected with the North British and Mercantile, with headquarters at Cincinnati, from which place he removed to Chicago in 1873 and was associated with Mr. W. E. Lewis in the company's management for the west. He became sole manager in 1878. He was not only respected for his skill as an underwriter but was socially one of the most popular of men, and his untimely death will be deplored throughout the northwest. Mr. Cornell was president of the Fire Underwriters Association of the Northwest in 1881-2. He was in the fiftieth year of his age.

Col. A. Louden Snowden, late president of the Fire Association of Philadelphia and of the United Fire Underwriters in America, the Pittsburgh *Insurance World* learns, has about consummated a contract with the Equitable Life by which he will assume the resident secretaryship of that company for Philadelphia, a position held by Wm. Henry Smith until six months ago, when he resigned on account of failing health.

Mr. David Lawrie, the new general manager of the Fire Insurance Association of London, arrived in this country this week on a tour of observation for the company. Sir Robert Fowler, chairman of the board of directors will follow next week. That gentleman was recently Lord Mayor of London and is at present a conservative member of parliament.

Mr. Henry F. Blackwell has been appointed special agent of the Liberty of New York, for the New England states, with headquarters at Boston. Mr. Blackwell for several years has occupied a similar position with the Norwich Union.

Hon. Jonathan W. Cattell, who was appointed state auditor of Iowa during the suspension of John Lee Brown, and thus became known to underwriters of other states, died at Des Moines, September 25.

Insurance Commissioner Merrill of Massachusetts, attended the G. A. R convention at St. Louis, and also visited Montreal with the Ancient and Honorable Artillery of Boston.

Hon. John Jay Knox, late comptroller in the treasury department of the federal government, has jointed the board of directors of the United States Life insurance company.

Mr. G. S. Shaw of St. Johnsbury, Vt., an adjuster for the Continental of New York, committed suicide by shooting himself on Monday night. He was sixty-seven years old.

Mr. O. B. Chadwick of Peabody, Mass., has been appointed to succeed A. E. Williams of Hartford, as a special agent of the Insurance Company of North America.

Mr. L. C. Phillips, general manager of the City of London Fire, arrived this week from England, and has gone to Canada to see about the Toronto agency.

Insurance Legislation.

Georgia.

ATLANTA, GA., October 5.—The governor has signed the bill for the relief of the Home Provident Safety Fund Association of New York, and the senate has passed the bill for the relief of the National Life and Maturity Association of Washington, D. C.

The committee on corporations has reported favorably for the incorporation of the Southern Phenix insurance company of Savannah.

The finance committee of the house of representatives, to which the general insurance bill as amended was referred, decided to report the bill favorably after striking out the obnoxious section 24, which prohibited compacts among underwriters, and the bill was so reported this week.

The text of the original bill, as introduced in the senate in December last was printed in full in THE WEEKLY UNDERWRITER of December 11, 1886. The bill was variously amended and laid over until the summer session and then passed the senate August 3. In the house it was read twice and referred to the finance committee. It now stands in the house, upon the report from the committee, completely remodeled in many sections as compared with its form when originally introduced. As it is likely to pass both houses in its present form and become a law, we deem it of enough importance to companies doing business, or contemplating doing business in Georgia to print such portions of the bill as differ materially from the original draft as given to our readers in December. The following is the text of the entire bill except the parts indicated:

A Bill to be entitled "an Act to regulate the business of insurance in this state and for other purposes."

SECTION 1. Be it enacted by the general assembly of the state of Georgia, That from and after the passage of this act, the comptroller-general of this state shall be the insurance commissioner of this state, and shall be charged with the execution of all the laws of this state regulating the business of insurance in the state of Georgia.

SEC. 2. Be it further enacted, That it shall not be lawful for any insurance company chartered by this state, or other states, or foreign government, to transact any business of insurance in this state without first procuring a license from the insurance commissioner of this state, and before said commissioner shall issue such license, such insurance company must fully comply with all of the provisions of this act, and file with said insurance commissioner a statement under oath of its president and secretary specifying:

1.—The name and locality of the company.

2.—The condition of such company on the thirty-first day of December then next preceding, exhibiting the following facts and items in the following form, namely:

First.—The amount of the capital stock of the company and what part of the same has been paid up in cash, and what part in notes of the stockholders, and how such notes are secured.

Second.—The property or assets held by the company, specifying: 1. The value or as near as may be, of the real estate held by such company, if encumbered, to what amount. 2. The amount of cash on hand and deposited in banks to the credit of the company. 3. The amount of cash in the hands of agents and in the course of transmission. 4. The amount of loans secured by bonds and mortgages on real estate. 5. The amount of other loans and how secured. 6. The amount of stocks of this state, of other states in the United States, and of any other stocks owned by the company, specifying the amount, number of shares and par and market value of each kind of stock. 7. The amount of interest actually due and unpaid. 8. The amount of premium notes on hand upon which policies have been issued. 9. The amount of any and all other assets, both real and personal, not covered by or included hereinbefore.

Third.—The liabilities of the company, specifying: 1. The amount of losses due and yet unpaid. 2. Amount of claims for losses resisted by the company. 3. The amount of losses not yet due including those reported to the company, on which no action has yet been taken. 4. The amount of dividends declared and due and remaining unpaid. 5. The amount of dividends declared but not yet due. 6. The amount of money borrowed. 7. The amount of all the claims against the company. 8. The amount of reserve for re-insurance.

Fourth—The income of the company, during the preceding year, specifying: 1. The amount of the cash premiums received. 2. The amount of notes received for premiums. 3. The amount of interest money received. 4. The amount of income received from other sources.

Fifth—The expenditures during the preceding year, specifying: 1. The amount of losses paid during the year. 2. The amount of dividends paid during the year. 3. The amount of expenses paid during the year, including fees and commissions to agents and officers of the company. 4. The amount paid in taxes. 5. The amount of all other payments and expenditures.

Sixth—The greatest amount insured in any one risk and the total amount of insurance outstanding.

Seventh—A certified copy of the act incorporating the company.

SEC. 3. Be it further enacted, That no insurance company of whatever class, except such companies as have already been chartered by this state, masonic, odd fellows, religious and mutual aid societies, and co-operative societies or assessment life insurance companies, shall be allowed to transact any business of insurance in this state, unless possessed of at least one hundred thousand dollars of actual cash capital paid up, or assets, and invested in bonds or stocks, estimated at their actual market value at the date of the statement required by section 2 of this act, or in mortgage on real estate worth double the amount for which the same is mortgaged.

Upon filing such statement the insurance commissioner, when satisfied that it is correct, and that the company has fully complied with the laws regulating the business of insurance in this state, shall issue license to said company to transact business in this state. Said statement and license must be received annually on the first day of January, or within sixty days thereafter, and must show the condition of said company on the thirty-first day of the preceding December. In addition to this statement above required, all companies including co-operative or assessment life insurance companies doing business in this state, shall, through their chief officer, or agent residing in this state, make to the governor of this state, semi-annual statements on the first day of January and July of each year, or within sixty days thereafter, which statement shall contain a full and exact report of their condition on the thirtieth day of June and thirty-first day of December then next preceding. Said statement to be made in accordance with the terms and conditions set forth and required under the second section of this act, shall be sworn to by the officer or agent making the same, that at the time of making such report to the governor, each company shall publish at its own expense, a duplicate thereof in a newspaper of general circulation in this state, where the officer of the company or agent making said report is located. That should any one of such insurance companies fail or refuse to make said statement to the governor, it shall by such failure or refusal, forfeit its right to do business in this state, until the first of January of the next year and on such failure or refusal, the insurance commissioner shall recall and cancel the license of such delinquent company.

SEC. 4. Be it further enacted, That all fire, marine and inland insurance companies chartered by other states or foreign governments, shall be required to deposit with the treasurer of this state, bonds of the United States, or bonds of this state which according to the acts and resolutions of the general assembly are valid, and which amount according to their face value, to twenty-five thousand dollars, which bonds shall be receipted for by the state treasurer and especially deposited by him in the vaults of the treasury and whenever such company ceases to do business in this state and has settled up all claims against it as hereinafter provided, said bonds shall be delivered up to the proper party on presentation of the treasurer's receipt. While said bonds are so deposited the owners of the same shall, subject to the notice hereinafter provided for or given, be entitled to collect the coupons and use them. For the bonds so deposited, the faith of the state is pledged that they shall be returned to the parties entitled to receive them, or disposed of as hereinafter provided.

That whenever any loss insured against occurs, the insured in order to secure his recovery may give notice to the state treasurer of the pendency of said loss and of the amount claimed, after which time the state treasurer shall be bound to retain, subject to the order of the court trying any that may be brought for the recovery of such loss, a sufficient amount to pay the judgment in said case. In the event of recovery when such suit is ended and the amount is ascertained for which said party sued may be liable, is not paid in ten days, then said plaintiff may file an application with the judge of the superior court of the county where the case was tried, for a receiver to take charge of so many bonds as shall be necessary to satisfy the aforesaid judgment. When said receiver is appointed by the judge, who shall always require bond and security of him for the faithful performance of his duty, said state treasurer, on his application, shall deliver to him bonds sufficient in their market value, if in his custody, to satisfy said judgment. Said receiver's receipt shall be a complete discharge to said treasurer and the state of Georgia. Then said receiver shall apply to the judge of said superior court for an order of sale, and in pursuance of said order sell said bonds. After deducting such expenses and commissions as shall be allowed by said judge, he shall pay over to the plaintiff, or his attorney, a sufficient amount to satisfy the said judgment, and if there remain any residue in the hands of such receiver, he shall pay over the same to the agent of the company, taking his receipt for the same, which shall be filed and recorded with the other papers in the case. If there are conflicting claims then the state treasurer shall deliver over to the receivers, in the order of their applications, the aforesaid bonds, and if there is any contest between creditors, which cannot be settled in this mode, then the party not receiving sufficient bonds through the receiver appointed in his behalf, may become a party to the other case and make known his claim to the other receiver by making affidavit of the claim and filing the same with him and then the receiver shall report such claim to the judge of the superior court appointing him, who shall by order, provide for a bill of interpleader as in case in equity.

When any company desires to withdraw from the state and will satisfy the commissioner that all suits pending against such party, and of which no notice has been given, have been fully satisfied, or whenever no notice of claim has been given, and when rights under existing policies have been satisfied and released, as the provisions of this act require, then said treasurer shall return to said party the bonds so deposited, upon order from said commissioner. Whenever, by means of the provisions of this act, the amount of bonds so deposited are reduced, said treasurer shall at once notify the insurance commissioner in writing, who shall give notice to the company depositing and require more bonds to be deposited, so as always to maintain the original and if the company so notified by the insurance commisioner fail to comply within thirty days, the license to do business in this state shall be revoked and said insurance commissioner, shall, at the same time, give notice by publication in a newspaper published at the capital, of the fact of such failure and revocation of license, the cost of which publication shall be paid by the company failing to comply with the provisions of this act. And when any company having made the deposit required by this act has existing policies on property of citizens of this state, on which no losses have accrued, and which company wishes to withdraw its deposits, before being allowed to do so said company shall take up and satisfy said policies, and give notice of its intention to withdraw from the state, and of the fact that it has satisfied all losses and the claims of policy-holders above designated, which notice shall be published once a week for two months in a newspaper to be designated by the insurance commissioner of the state, and at the expense of said company: and it is hereby provided that any claims of the citizens of this state must—whether for losses or on existing policies where no losses have occurred—be fully settled before said deposits shall be withdrawn.

SEC. 5. Be it further enacted, That all life and accident insurance companies chartered by other states of the United States, or foreign governments shall show by a certificate from the officer having supervision of the insurance department in the state in which they are chartered, or elect to make their deposit, that they have deposited not less than one hundred thousand dollars, in such securities as may be deemed by such officers as equivalent to cash, subject to his order as a guarantee fund for the security of policy-holders of said companies. All such companies chartered by the state of Georgia shall, before doing business in this state, deposit with the insurance commissioner of this state, or with some strong corporation which may be approved by him, one hundred thousand dollars, in such securities as may be deemed by him equivalent to cash, to be subject to his order as a guarantee fund for the security of the policy-holders of the company making such deposit; all interest and dividends arising from such securities to be paid when due, to the company so depositing them. Any such securities as may be needed by the company may be taken from said insurance or corporation at any time by replacing them with other securities equally acceptable to the insurance commissioner, whose certificate for the same shall be furnished to the company.

SEC. 6. Be it further enacted, That it shall be the duty of the insurance commissioner whenever he shall deem it expedient so to do, and he is hereby empowered, either in person or by an expert examiner by him appointed, to investigate the affairs of any insurance company doing business in this state, to require free access to all books and papers of any company, or the agents thereof, to summon and examine under oath, any person in this state, relative to the affairs and condition of said company; for probable cause to visit at its principal office, wherever it may be, any insurance company not of the state in which the substantial requirements of this act, as to valuation of policies of life and accident insurance companies and calculations for the re-insurance reserve of fire, marine and inland insurance companies are not in force and doing business in this state, for the purpose of investigating its affairs and condition, and revoke its authority to do business in this state, if said company refuses to permit the examination. All expenses incurred in the investigation or said companies shall be paid by the companies so examined.

SEC. 7. [Reckons the re-insurance reserve on unexpired fire risks at fifty per cent.]

In the case of companies chartered by other states or foreign governments, the insurance commissioner of this state shall accept calculations of the re-insured reserve made by the insurance commissioner of the state in which they are chartered, when such calculations are made and furnished to the insurance commissioner of this state by the first of March in each year and every year. [The remainder of the section provides for the winding up of insolvent Georgia companies.]

SEC. 8. [Provides for the valuation of the policies of life companies, in the usual form, at four per cent; the certificate of the commissioner of the state in which a company has its head office being received in lieu of a valuation by this department. This section is in substance the same as that in force in most other states].

SEC. 9. [Makes the solicitor or broker the agent of the company.]

Any person who shall do any of the acts mentioned in this section shall also be personally liable to the holder of any policy of insurance in respect of which such act was done, for any loss covered by the same. Provided, That the penalties provided for in this section shall not apply to adjusters of unauthorized insurance companies from whom citizens of this state have purchased insurance for themselves, as provided for in this section. Whenever the person or persons purchasing said insurance shall immediately notify the insurance commissioner, giving the names and locality of each company in which they have policies, and at the same time pays to said insurance commissioner the same license fees and taxes for each company as are now or may hereafter be required of fire insurance companies authorized to do business by the laws of this state. And when the license fees for any company have been paid in any one year by any person or persons, who have purchased insurance from said company then, and in that case any person or persons purchasing insurance from said company thereafter shall not be liable for the license fees for said company during the said year but only for such taxes on premiums as may be required from time to time of insurance companies authorized to do business in this state.

SEC. 10. [Provides for service of process in the usual form.]

SEC. 11. Be it further enacted, That no person shall act as an agent in this state of any insurance company of this or any other state or foreign government doing a business in any manner until said company has fully complied with the provisions of this act, and received from the insurance commissioner certificates of authority for itself and its agents to transact business in this state. The fees of the insurance commissioner shall be as follows: for filing certified copies of charter $20; for examination of annual statement $20; and for certificate of authority or license to agents $3, each. One-fifth of which shall be paid to the commissioner in full compensation for services in executing the provisions of this act. In addition to the payment of the above fees, each of the said companies shall make a report to the commissioner on the first day of May of each year, or within sixty days thereafter, under oath of the president or secretary thereof, showing the entire amount of premium receipts of every character and description (deducting returned premiums on cancelled policies) of said companies in this state during the year or fractional part of the year ending the 30th day of April next preceding whether said premiums were received in money or in notes, credits or any substitute for money, to be taxed as may be provided by law from time to time.

SEC. 12. Be it further enacted, That whenever the existing laws of any other state of the United States, shall require of insurance companies chartered by this state, and having agencies in such other state, or of the agents thereof, any deposit of securities in such state for the protection of policy-holders or otherwise, or any payment or penalties certificates of authority, license fees or otherwise greater than the amounts required for such purposes from similar companies of other states by the then existing laws of this state, then, and in every such case, all companies of such states establishing or having heretofore established an agency or agencies in this state shall be and are hereby required to make the same deposit, for a like purpose with the insurance commissioner of this state, and to pay to said commissioner for penalties, certificates of authority, license fees or otherwise, an amount equal to the amount of such charges imposed by the laws of such state upon companies of this state and the agents thereof.

SEC. 13. Be it further enacted, That it shall not be lawful for any corporation or association organized under the laws of this or other states of the United States for the purpose of furnishing life indemnity or insurance upon the assessment plan by its agents to do any business in this state until such corporation or association shall deposit with the insurance commissioner of this state a certified copy of its charter or articles of incorporation, a copy of its statement of business for the year ending the 31st day of the next preceding December, sworn to by the president or secretary thereof, setting forth the number and amount of certificates of membership, or policies in force and a detailed account of its expenditures, income, assets and liabilities, and also a certificate sworn to by the president and secretary or like officers thereof setting forth that it has paid and has the ability to pay its certificates or policies to the full limit named therein; that its certificates or policies are payable only to beneficiaries having a legal insurable interest in the life of the member or insured, that an ordinary assessment upon its members is sufficient to pay its maximum certificate of membership or policy, theretofore, or thereafter to be issued to the full amount or limit named therein: a certificate from the insurance commissioner or other like officer charged with the duty of executing or enforcing the execution of the insurance laws of its home state, certifying that it is legally entitled to do business in said home state; a copy of the application for membership or insurance, and of each form thereof if more than one form used—a copy of the constitution and by-laws, and of each and every addition thereof, which must show that all indemnities to beneficiaries are in the main provided for assessments upon all surviving members. And whenever said companies shall fail to pay a valid claim to the full limit named in any policy issued by them to any resident of this state; the insurance commissioner shall revoke their authority to do business in this state.

SEC. 14. Be it further enacted, That after authorizing such corporation or association to do business in this state as provided in this act, the insurance commissioner shall issue licenses to agents thereof, to be designated by the coporation or association, or a general agent thereof authorizing them to act as such agent, during the year for which said company is licensed, but such licenses must be renewed annually.

SEC. 15. Be it further enacted, That any agent, physician, or other person, who shall knowingly secure, or cause to be secured, a certificate of membership on any person without his knowledge or consent, or by means of misrepresentations, false, fraudulent or untrue statements, be instrumental in securing a certificate of membership on any aged or infirm person, or in restoring to membership any person not in an insurable condition, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in a sum not less than one hundred dollars, nor more than one thousand dollars, or be imprisoned in a county jail not less than thirty days nor more than one year, or both, in the discretion of the court and said certificate or renewal so secured shall be absolutely void.

SEC. 16. Be it further enacted, That every corporation or association which may be doing business in this state under the provisions of this act shall, on or before the first day of March in each year after it commences to do business in the state, make and file with the insurance commissioner of the state a report of its affairs and operations during the year ending the 31st day of December, next preceding. Such annual reports shall be made upon blank forms to be provided and furnished by the insurance commissioner, and shall be verified under the oath of the president or secretary, or other like officers, and shall be published or the substance thereof in the annual report of said insurance commissioner.

SEC. 17. Be it further enacted, That there shall be paid to the insurance commissioner by each corporation or association, when it is authorized to do business in this state under the provisions of this act, the same fees as required by section 11 of this act, together with all such subsequent fees as are prescribed under said section 11. In addition to the foregoing fees every such corporation or association shall on or before the first day of July of each year report under oath of its president or secretary or other life officers, to the insurance commissioner the gross amount received on business done in this state during the year ending the 30th day of April next preceding, and shall at the same time pay into the treasury of this state a tax of one dollar upon each one hundred dollars of such gross amount so received by said association or corporation. Provided, however, that if such corporation or association should at any time be the owner of any real or personal property situated in this state, such

property shall not be exempt from taxation by reason of the provisions of this section.

SEC. 18. Be it further enacted, That if such corporation or association shall at any time fail or refuse to make the annual report, or to pay the tax on the gross amount received as hereinbefore provided, the insurance commissioner shall forthwith suspend or revoke all authority to such corporation or association and all its agents to do business in this state, and shall publish such revocation in some newspaper published in this state, and may proceed to collect whatever sum of money may be due or owing on account of such tax by suit or action, in the name of the state of Georgia, against such corporation or association.

SEC. 19 Be it further enacted. That nothing in this act contained shall apply to or be construed to require any fraternal, or secret or industrial societies, or other association exempt by law, now organized or to be organized in this state to pay any license fee or tax, or to make or file reports with the insurance commissioner or to prevent the same from doing business in this state when the money, benefit, charity or relief is payable by the grand or supreme body of the same, and is derived from assessments on subordinate lodges, councils or other bodies or their members.

SEC. 20. Be it further enacted, That any corporation, now or hereafter organized under the laws of this state for the purpose of transacting the business of fidelity insurance, shall be licensed to transact business upon compliance with all the requirements in this act, prescribed with reference to life insurance companies organized under the laws of this state, so far as the same may be applicable to such fidelity insurance company; any fidelity insurance company incorporated and organized under the laws of any other state of the United States or foreign governments, and which has a paid up capital of not less than two hundred and fifty thousand dollars, may be licensed to transact business in this state upon compliance with all the requirements prescribed by this act, so far as the same may be applicable for license to foreign life insurance companies to transact business in this state.

SEC. 21. Be it further enacted, That all live stock and steam boiler insurance companies chartered by this state or other states of the United States, or foreign governments; and doing business in this state, shall be subject to all the requirements of this act in relation to life insurance companies except the requirements in relation to valuation of policies.

SEC. 22. Be it further enacted, The insurance commissioner and such person or persons, as may be appointed by him to make inspections, are hereby authorized to administer any and all oaths to parties and witnesses, as required under the provisions of this act.

SEC. 23. Be it further enacted, That all laws and parts of laws in conflict with this act be and the same are hereby repealed.

New Hampshire.

CONCORD, N. H., October 7.—The house has concurred in the report of the house insurance committee, inexpedient to legislate on the following bills: the bill to prevent over-insurance; the bill in relation to returns of fire insurance companies; the bill relating to the assessment of property for insurance purposes.

Miscellany.

Fire Insurance Rates and Profits in Georgia.

The argument of Clarence Knowles, president of the SouthEastern Tariff Association before the finance committee of the Georgia house of representatives, against the adoption of section 24, of the proposed general insurance bill, had the desired effect, and the committee on Monday reported unfavorably upon it. The remarks made by Mr. Knowles cover so effectively the question of insurance rates and profits in the state of Georgia, that our readers interested in underwriting in that state, will value some extracts from the argument and the conclusive figures which Mr. Knowles has compiled from the comptroller-general's records. They are as follows:

The bill of itself is simply an intelligent codification of existing laws, with such changes and amendments as suggested themselves to Comptroller-General Wright, who drew the bill. His long experience in charge of the insurance department qualified him to submit to the legislature a bill which afforded ample protection to the people of the state, and at the same time dealt justly with the insurance companies.

Section 24 should be termed "a bill for the relief of the cotton warehousemen of Rome" as they had it attached to the comptroller's bill without his knowledge or advice; on the contrary he opposes it. The warehousemen of Rome have declined to improve their dilapidated frame warehouses, and thus secure the benefit of low rates which the insurance companies offer for safe construction, and now demand that the legislature shall interfere in the business of insurance, and prohibit just and uniform tariffs of rates, so that they may secure the same low rates of insurance, which the warehousemen of Atlanta, Augusta, Macon, Columbus and Savannah, who have constructed standard buildings, now enjoy. If this section is adopted the money spent in improvement by the warehousemen of the places named, will have been thrown away, for the legislature will thereby prohibit intelligent discrimination in rates, and force the insurance companies to adopt minimum rates, by which Rome will get as cheap insurance in inferior buildings as Savannah does in those of superior construction. It will result in lowering the rates in Rome, and raising them in all the other cities of the state.

The object of section 24 may be to lower the rates, but it will not be likely to have this effect. The insurance companies being denied by the legislature the privilege of associating themselves for the purpose of comparing statistics and ascertaining from their combined experience what classes of property are profitable to insure, and at what rates they can afford, under certain conditions, to insure certain risks, will be forced to adopt, each for itself, and not in an association which the legislature declares illegal, such round rates on the good, bad and indifferent, as will remunerate them. In this manner, as the companies will not be permitted to select their risks, they will charge enough for the good risks to make up for the inadequacy of the bad ones.

Rates in Georgia are lower now, as has been proven, than in any state in the South, except Louisiana, and this result is due entirely to the association of companies in this state. The people have been induced by it to improve their fire departments and to erect safer buildings; the result is that they carry $15,000,000 less insurance than they did in 1883, and pay a much lower rate for it. The SouthEastern Tariff Association is doing the very work this section is intended to accomplish, that is, lowering rates. At the same time, it is doing more than this, it is reducing the awful annual fire loss in Georgia by enforcing proper building laws and improving fire departments. Atlanta and Augusta can testify to a voluntary reduction in rates this year, on account of better protection against fire, which will annually save the people of these cities $40,000, this could not have been done by individual agents or companies, it required associated efforts.

The fire losses in Georgia, deserve the attention of the thoughtful members of the legislature. They were $17,000-000, in eleven years ending 1886, *one-half of which was un-insured.* For the past three years, the annual fire loss has not exceeded $1,000,000, against an average of $1,500,000 for the preceding years. The Tariff Association claims to have been instrumental in this reduction.

The effect on Georgia companies of the passage of section 24 would be more injurious than on any others, that is if it accomplished its purpose, which is to induce an indiscriminate scramble for business in this state regardless of rate. In such a fight, the smaller Georgia companies could not compete with the large English and American companies to whom the Georgia business is a very small part of their income, for if necessary they can write it at a loss, while the local companies derive all their income from Georgia and would quickly be forced to retire if the business of the state was made unprofitable.

Local companies induce lower rates. Louisiana which

alone has a lower annual rate than Georgia, enjoys it because of local companies. Under the improved condition of the insurance business in Georgia brought about by the Tariff Association, three or four new local companies have been started. They would quickly retire if the framers of section 24, could bring about the condition of affairs they desire.

The insurance companies have lost money in Georgia, as can be seen by examination of comptroller-general's records. A compilation from them, shows since 1881, an apparent profit to all companies of $129,333, but the returns of the Southern Mutual and Georgia Home alone show profit to these companies during the same period of $530,203, leaving an actual loss to the agency companies of $400,840 for the past six years.

Year.	Amount of Insurance.	Gross Prem's.	Expen's.	Net Prem's.	Losses.	Profit to Co's.	Loss to Co's.
1881....	$95,802,704	$983,184	$344,114	$639,070	$381,688	$257,382	....
1882.....	118,048,367	1,107,363	387,577	719,786	991,329	.....	$271,543
1883.....	119,568,881	1,253,105	438,587	814,518	734,112	80,406	.....
1884.....	120,234,042	1,412,148	494,252	917,896	1,393,079	.....	475,183
1885....	110,874 902	1,365,626	477,969	887,657	784,032	103,625	.....
1886.....	107,004 222	1,416,854	495,890	920,955	486,279	434,676	.....
Total...	$671,533,118	$7,538,280	$2,638,398	$4,899,882	$4,770,519	$876,089	$746,726
						746,726	

Total profit to all Companies for six years $129,363

The following are returns of Georgia Home and Southern Mutual, included in the abve, for the same period:

Company.	Amount of Insurance.	Gross Prem's.	Expen's.	Net Prem's.	Losses.	Profit to Co's.	Loss to Co's.
Georgia Home.	$38,649,694	$434,473	$144,824	$289,649	$226,179	$67,470	.....
Southr'n Mutual.	118,478,523	1,388,969	361,131	1,027,838	561,105	466,733	.....
Total....	$157,128,217	$1,823,442	$505,955	$1,317,487	$787,284	$530,203	.....

The expenses are obtained from annual statements of companies licensed to operate in Georgia, and average thirty-five per cent. for agency companies and twenty-six per cent. for Southern Mutual.

It will thus be seen that, while the entire profit to all companies, including Southern Mutual and Georgia Home, amounted to $129,363 for the years named, these two Georgia companies alone make a uet profit of $530,203, leaving a loss to agency companies of $400,840 on the business of the state for the six years named.

Last year was a profitable one, and the conclusion is jumped at that the companies under this Tariff Association are making too much money, but the figures given are incontrovertible, and show that the business of Georgia has not been profitable to Foreign companies

The legislature can increase competition by passing such laws as will invite foreign capital to come here, not by passing unjust, burdensome and prohibitory legislation, which is calculated to drive away foreign capital, especially if, as has been shown, that capital is not getting adequate returns from Georgia. The taxes, licenses and fees, state, county and municipal in Georgia, amount to five per cent. on premiums received, and as the annual premiums are about $1,500,000, it amounts to a tax of $75,000 on the business of the state. If the legislature will do away with the deposit law, requiring companies to deposit with the treasurer $25,000, and reduce the cost of doing business in this state, by abolishing burdensome impositions, more companies will enter and competition will be increased. Unjust inteference and impositions such as section 24, will not induce companies to seek business here, especially as the business naturally has been unprofitable. Mississippi by just such laws has driven all but a dozen companies out of the state, and as the result pays more for its insurance than any state east of the river.

Suburban Agents—The Boston Board of Fire Underwriters Protests against their Doings.

The following circular addressed to companies represented in the Boston board of fire underwriters, and signed by Osborne Howes, Jr., secretary, has been issued.

Dear Sir:—Acting under the instruction of the executive committee of this board, I desire to call your attention to an evil, in connection with the business of fire insurance in Boston, that has of late assumed serious proportions, and to ask, and if possible obtain, your co-operation in the work of correcting it. Until within the last five or six years the agency business in Boston was almost entirely transacted by those agents who had their offices located in the central or business part of the city. The number of what would be termed suburban agents, that is, agents representing companies in the residential wards of Boston, was limited to eight or ten, these writing at best but a small number of risks. As late as 1881 these agents took in premiums only about $25,000, out of a gross premium receipt in the city of $1,650,000. But since that time, believing that their business would thereby be increased, suburban agents have been appointed by a large number of companies, and this year, judging by the returns of the first six months, these suburban agents will receive premiums to the amount of quite $150,000 out of a gross premium receipt of $2,250,000.

If it were merely the loss of premium that the principal agents who are the members of this board had to endure, their sufferings would hardly be worth considering; but the fact is too palpable to be ignored that this suburban agency method has been used as a means of evading the limit set by the board upon the rate of brokerage. Our maximum rate of brokerage is fifteen per cent., but there is good reason for believing that in numerous cases brokers are appointed suburban agents and are paid extravagant rates of commission on the suburban business written by them, with the understanding that they are, as a consideration, to bring into the company that appoints them a considerable amount of city business upon which they can collect but fifteen per cent. This is exceedingly demoralizing, and there is reason for thinking that it may be found impossible to maintain our brokerage regulations if some method is not devised for the correction of this abuse. So far as suburban business is concerned, it hardly needs to be said that if there were no suburban agents the companies that now have such agents would receive practically as many of these suburban risks as they are now writing.

An analysis of the proportionate premiums received by the different companies in Boston, shows that the appointment of suburban agents has not led to any marked increase in premium receipts, while directly or indirectly the companies appointing such agents have been compelled to pay more for what they have received then they were formerly giving. If, as a result of this custom, our brokerage regulations were broken down and the rates of commission left open to competition, the companies would suffer a great and unnecessary loss by the increase in the expense of carrying on business. The only measure of reform that seems to promise entire relief from present grievances is the concurrent action of the companies represented in Boston, in agreeing to limit themselves to one regular and authorized agent, who should write all of the policies issued by the company upon Boston risks both in the business and residental wards. This reform would be a somewhat radical one, but it is believed that it would be for the eventual interest of all, and, in the long run, would be to the injury of none of the companies. I am instructed by the executive committee of this board to request your co-operation in the futherance of this plan, and to ask you if you would agree to thus limit your Boston agency, provided the proposed reform received the sanction of all the companies doing business in this city.

Special Notices.

THE HAMBURG-BREMEN FIRE INSURANCE COMPANY, of Hamburg, Germany, is the oldest German Fire Insurance Company in the United States.—Total losses paid in the United States exceed $5,000,000.

Applications for agencies should be addressed to the U. S. Branch Office, 62 and 64 Cedar street, New York.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552,617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies Issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Porot, Joseph E. Gillingham.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

UNCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.

JAS. M. BARKER, Vice-Pres. JAS. W HULL, Sec'y and Treas.

Agencies in all the principal Cities of the United States.

THE UNITED FIRE RE-INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

1853 ESTABLISHED 1853

Agricultural Insurance Company,

WATERTOWN, N. Y.

INSURES ONLY FARM PROPERTY

AND

PRIVATE RESIDENCES.

STATEMENT, JANUARY, 1886.

Cash Capital	$500,000 00
Reserve for all liabilities including re-insurance	1,597,330 24
Net Assets (to protect Policy-holders)	1,828,012 26
Net Surplus to Policy-holders	730,682 02
Net Surplus to Stockholders	230,682 02
Total Assets	1,886,911 68

JEAN R. STEBBINS, President. H. M. STEVENS, Secretary.

Extract from Charter: "§ 3. This company is formed to make insurance on the joint-stock plan, against loss or damage by fire and lightning, on Farm Property, Private Residences, Barns and Outbuildings with their contents, and on other property not more hazardous; and it shall be confined in its business to such risks."

The Fidelity & Casualty Co.,

OF NEW YORK.

Nos. 214-216 BROADWAY.

CAPITAL, $250,000.00. ASSETS OVER $600,000.00.

Issues Surety Bonds guaranteeing the fidelity of persons in positions of trust, such as Employes of Railroads, Banks, etc., also Administrators, Guardians, etc.

Issues Accident Policies, containing all modern features, at lower rates than those usually charged.

Also Plate Glass and Boiler Policies of approved forms and at low rates.

AGENTS WILL APPRECIATE THE ADVANTAGE OF DEALING WITH A COMPANY WHICH DOES MORE THAN ONE LINE OF BUSINESS.

OFFICERS.

WM. M. RICHARDS, President. GEO. F. SEWARD, Vice-President.
JOHN M. CRANE, Secretary. ROB'T J. HILLAS, Ass't Secretaty.

DIRECTORS.

GEO. S. COE,	Pres. American Exchange Nat Bank.
J. S. T. STRANAHAN,	Pres. Atlantic Dock Co.
A. E. ORR,	Of David Dows & Co.
G. G. WILLIAMS,	Pres. Chemical National Bank.
A. B. HULL	Retired Merchant.
H. A. HURLBUT,	Pres. of Commissioners of Emigration.
J. D. VERMILYE,	Pres. Merchants Nat. Bank.
JOHN I. RIKER,	Of J. L. & D. S. Riker.
A. S. BARNES,	Of A. S. Barnes & Co.
J. G. MCCULLOUGH,	Pres. Panama Railway Co.
T. S. MOORE,	Of Moore, Low & Wallace.
WM. M. RICHARDS,	President.
GEO. F. SEWARD,	Vice-President.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. 'It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES.
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042 87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, OCTOBER 15, 1887. No. 16.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THE *Chronicle* this week copies an acknowledgment from *Insurance* to the effect that the latter was mistaken about Dimick, and follows it with an intimation that it would like to hear from THE WEEKY UNDERWRITER. This paper has never labored under any mistake about Dimick for which it should be asked to apologize. At least its editors are not aware of any such. We have never expressed an opinion about his guilt or innocence. Perhaps the *Chronicle* will kindly point out some word of ours which it thinks should be retracted. Possibly the *Chronicle* thinks that Dimick's conviction of grand larceny establishes the justice of its disgraceful attacks upon the Continental insurance company. If so, it may rest assured that our opinion on that subject remains unchanged.

CASES are constantly arising where great inconvenience results from the fact that life insurance policies have been written payable to wife and children. Citing some of these instances a writer gravely argues that all policies should be made payable to the insured himself. The theory of the policy is that the life insurance premium is paid by the beneficiary under the policy, that wife, or children or near relatives, dependent, possibly upon the insured, have such an interest in the continuance of his life as to make it necessary for them to protect that interest by insurance. The state has so zealously guarded this interest that it has made the money paid for a wife's policy, even when paid by the insured, exempt from attachment for his debts. It is recognized as the bulwark of the home, safe from creditors and safe even from the insured himself. It is obvious if we are to make the policy something else; if it is to be a mere piece of personal property, subject to assignment and sale in the hands of the assured, its value as a protection to the family is gone. So long as one is prosperous his family does not need the protection of life insurance. It is when adversity comes, and death follows, as it so often does, that the real value of this provision for the family is known. A policy payable to the estate of the insured then, might be useful to the creditors, but it would be of no use to the stricken family, for whose protection life insurance was instituted. Such a change in the life policy would mean a banding together to pay one another's debts, and would not be a discreditable thing, but it would not have what life insurance has always had to commend it, the preservation of all that is meant by the word "home." There are other things in our human experience more inconvenient than the inability to realize cash on a policy of life insurance, and we should be sorry to see adopted generally a change which would destroy the chivalrous feeling that has made life insurance so powerful a factor in our busy life.

IN an editorial paragraph in our issue for September 24, we said of Mr. Knowles' argument before the legislative committee of Georgia, that it was not just such an argument as we should have made. We beg to acknowledge our mistake. The portion of it which was only summarized in our columns last Saturday, we find upon receiving the full text did make, and very forcibly, just the point we suggested, and in our view it is of sufficient importance to warrant reiteration. Any one who looks at the list of fire insurance companies authorized to do business in Georgia, cannot but be struck with the absence from that list of a number of large and influential companies. If he should ask the reason for this absence in view of the fact that competition in fire insurance is so sharp, we should point out the fact that the laws of Georgia call for an annual statement in January to the comptroller and a semi-annual statement to the governor, the latter to be published in the state papers; that a company must pay a tax of one per cent. of its premiums, besides fees and licenses to its agents, and a tax of ten dollars a year upon each agency; and, finally, must make a special deposit of twenty-five thousand dollars. It must needs be both a large and profitable business which will stand these drains, to say nothing of the natural objection which corporations have to sequestrating their funds. Now, the plain common sense way to secure competition in fire insurance is, as we suggested, and as Mr. Knowles told the committee, to withdraw the obstacles to competition, and not to seek to prohibit combinations. Georgia law is the combination that stands in the way of competition, and not the South Eastern Tariff Association.

MR. NOTMAN'S letter in another column, in explanation of his remarks at Niagara, puts a somewhat different phase upon them. His description of the practice of companies in New York in cancelling policies is no doubt correct, and such a practice is a perfectly just one, but we doubt if a policy can be legally cancelled in that way. Of course if the company gets up its policy and cancels it that ends the matter, but suppose the broker refuses to cancel on those terms? There is only one legal way to terminate the contract, and that is to tender the assured a ratable proportion of the premium named in the policy. We were aware that agency cancellations were made less agents' commissions, and we quite agree with Mr. Notman, as we did in our former paragraph, that in any aspect of the case the present system is inequitable and unjust. The dilemma in which Mr. Notman has placed himself, or if he prefers it the dilemma in which he places the rest of us, including the state officials, is that of presenting objections to present methods, without giving us anything better. Like a great many other things in the state's dealings with insurance, the

present manner of computing unearned premiums is a thing which has gone on for years, in spite of a universal admission of its incorrectness, in default of anything better. And Mr. Notman does not give us anything better, unless, as we said, it lies in his suggestion, which we hoped and still hope he will take time to elaborate. Certainly it behooves underwriters, in a state where unearned premiums on unburned risks are a preferred claim before actual losses incurred, to see that some plan is devised for reducing those preferred claims to the lowest point possible instead of making them as large as possible. The insured as well as the companies have an interest in reducing this liability in New York.

PEOPLE get queer notions about life insurance policies. The New York *Commercial Bulletin* tells of the attempt of a man in New York to sell to the company issuing it, a paid-up life policy, the property of a wife from whom he had been divorced, and of his astonishment that he could not so dispose of it, an astonishment which seems to be shared to some extent by the narrator. If the man had made over to his wife during their married life a piece of real estate or any personal property, he would not have thought of such a thing as disposing of it as though it were his own, and the life insurance policy stands in the same light as any other personal property. The divorce did not change the title to property already vested in the wife. This is the way our contemporary tells it :

> Not long since a man holding a paid-up policy in one of our resident companies applied to the company for a surrender or cash value thereon. An examination of the policy showed that it had been written in favor of his wife. The company was willing to pay a fair price for the policy if a proper release could be obtained, which release would require the joint signatures of himself and the woman named in the policy as his wife. It then transpired that the insured had recently obtained a divorce from his wife, who refused to sign the release required. This brought to light the very curious and obviously unjust fact that her title to the policy still held good in law, though the courts had already decided, by granting the divorce, that the woman could have no further claim, title or interest in any property he might possess.

The trouble in this case was that the man held in his possession the title to property which he did not own and never had owned. Was it a hardship that the real owner would not part with it ?

What is Cheap Insurance.

WE were about to make an elaborate answer to a letter of inquiry regarding what is miscalled assessment insurance, when the answer—or at least one answer, and that a practical one—came to our hands in the following story.

Mr. S. W. Morrison, of Des Moines, Iowa, who was a member of the expedition which rescued the Greely party of Arctic explorers, went out shooting one day last April. Stopping at a station, while making some inquiries he rested upon his gun, the butt of which slipped, the gun was discharged, killing Mr. Morrison almost instantly. Mr. Morrison had a ten thousand dollar policy in the Provident Life and Trust, of Philadelphia, two accident tickets for three thousand dollars each in the Travelers, and a large amount of so-called insurance in a variety of assessment companies and fraternal humbugs. The two companies named have paid their policies, none of the others have done so.

The Travelers tickets were for one day, and would have expired in less than an hour after Mr. Morrison's death. The company was the first one to pay the loss.

In contrast to this, on March 10, Mr. Morrison received from the Chicago agent of the United States Mutual Accident Association, a receipt for $10, and an agreement to deliver two $5,000 accident certificates. There is said to be evidence that these certificates were duly issued, but Mr. Morrison died before they were delivered, and his widow will have the satisfaction of a lawsuit to recover the money.

The Mutual Reserve Fund, presided over by the great Harper, with a ten thousand dollar policy on the life of Mr. Morrison, has not paid. The Mutual Trust Fund with another of like amount has gone where the woodbine twineth (or the Virginia creeper,) and will not pay. The Legion of Honor, whatever that may be, wants a certificate of a member of the Legion who was present at the death ; the "actuary" of another fraud is away on a protracted vacation ; and so they all with one consent make excuse.

We think that we see the gentle Harper once more addressing the insurance commissioners at Niagara who were discussing the effect of prompt payments in life insurance, and telling them they did not know what they were talking about. Evidently, so far as he is concerned they did not. He does not pay promptly. Neither does the Mutual Accident Association, and neither of them pay at all if they can escape.

Truly there is a difference between the insurance and its counterfeit as there is between gold and brass. The query is answered by the facts in this case, facts which might be multiplied almost indefinitely. More than a year ago, when we were exposing the Mutual Trust Fund, and long before its officers stole its funds and carried them to Virginia when they were fighting claims and compromising amounts, one of the assessment organs was parading the company as paying all claims in full.

This sort of thing may seem to be cheap insurance but it is not, and if we were to write volumes about the scientific reasons why it is not insurance and is not cheap, we could not hope to equal the plain practical sermon taught by Mr. Morrison's experience. He has left his widow sixteen thousand dollars in money and a lot of law suits. The first represents insurance, the second its counterfeit. Those who want insurance will remember the old moral "insure in the Travelers ;" those who want a law suit can get it at the other shop.

An Ethical Question.

ON the seventeenth of September there appeared in the advertising columns of THE WEEKLY UNDERWRITER a special notice, headed "no passing round the hat." It was an announcement that a certain society which had for years conducted its business by making *post mortem* assessments for death lossess, had abandoned the practice, and would henceforth collect premiums quarterly in advance, the premiums being based upon the American experience of mortality. Under these circumstances we not only accepted the advertisement of a company which had before been denied entrance to our columns, but we thought the recantation of its heresies worthy of special editorial mention, and so wrote:

This association now charges an annual premium based upon recognized mortality tables for renewable term insurance. We have no quarrel with this business. We do not think it is so desirable as level premium insurance, but of its entire legitimacy there is no question. The same thing has been for sale by level premium companies, always, and when backed by careful management it supplies a temporary want at a less rate than the more permanent level premium. All that we ask is that term life insurance should be sold as such, with a perfect understanding on the part of the purchaser of what he is getting. When that is done, if the level premium cannot hold its own then the level premium must go, and we shall not be found among the mourners.

The man who thinks he knows anything about life insurance should hesitate about putting what he thinks he knows in print until he has consulted those three great authorities the *Spectator*, the *Chronicle* and *Insurance*. It appears that we were mistaken in supposing that the prodigal had returned and that our rejoicing that the lost was found was really in fact an attempt on our part to join him in his distasteful meal of husks. It is not the Home Provident that has abandoned its heresy, but THE WEEKLY UNDERWRITER which has embraced that heresy. With that avidity for news and that enterprise in securing it which is so characteristic of two of the papers mentioned above, this wonderful discovery has caught them at about the same time, namely three weeks after its occurrence. If their knowledge were only as sure of foot as their enterprise is quick, we might have expected a different verdict.

The editors of these three papers are all, we understand, members of an association which elevates the tone of insurance journalism at stated periods by the discussion of ethical questions, and we suggest for their next meeting an attempt to harmonize their differing views of the nature of our offense, and the motives for its commission. The *Spectator* assumes that we have at last reached the point which it long ago reached, where our views of the duty of a journalist compel us to receive and publish the advertisements of any one who "demands" the use of our columns. The *Chronicle*, with that playful humor which belongs to what is known as the "giggling age," affects to think that we have been made the victim of a joke, while *Insurance*, from the only standard of action which it acknowledges, asserts stoutly that THE WEEKLY UNDERWRITER will do anything for money.

It will thus be seen that starting from the same false premises these papers arrive at entirely different conclusions. It cannot be denied that this gives a certain variety to the columns of our esteemed contemporaries but it tends to shake one's faith in the process of reasoning which brings such varying results.

Suppose, for instance we reverse the premises. THE WEEKLY UNDERWRITER has never accepted the advertisement of an assessment society. That is the real truth. Does it follow that in the opinion of the *Spectator* the editor of this paper is still intolerant, and that he does not recognize nor realize the facts that are all about him, nor his obligations to his readers? Does it follow that in the opinion of the *Chronicle* the editor has his weather eye open for the perpetrators of practical jokes; and that in the opinion of *Insurance* THE WEEKLY UNDERWRITER is far above the mercenary considerations which sometimes swerve men and newspapers from the path of right? In other words does a reversal of the premises work a reversal of the conclusions?

Or, perhaps, our critics would prefer to drop the personal question and discuss with us what is insurance and what its counterfeit. That would be to us a more pleasant task and to them, we venture to say, a more profitable one, as their criticism of THE WEEKLY UNDERWRITER betrays a rather lamentable ignorance of the distinguishing characteristics of the two.

Facts and Opinions.

OUR foreign exchanges give the particulars of the successful conspiracy to cheat English life insurance companies, by one Decherer and his associates, a brief announcement of which was made two weeks ago by cable. Decherer, who is said to be a spendthrift Bavarian baron named Von Scheurer, being in pecuniary difficulties, procured insurance on his life in the Imperial, the Sun and the Life Association of Scotland, for $60,000, in favor of his alleged wife, a Madame B , who is really his mistress. He then induced a physician at Mendon, France, Dr. Castelnau, who had a private hospital, to assist him obtaining a patient hopelessly ill from rapid consumption, who should be entered at the hospital as Decherer. The doctor found such a patient through a Mendon apothecary by giving out that he had discovered an infallible cure for the consumption. The patient, in due time, instead of recovering, died, and the doctor, Madame B., and the hospital attendants certified to his death and that he was Decherer, and upon these affidavits proofs of death were forwarded to the London offices. They sent an agent over to France to make searching inquiries but he was taken ill and a second agent was sent, who though not wholly satisfied, thought the claim ought not to be disputed. Accordingly, the insurance money was paid to Madame B. who allowed Dr. Castelnau $5,000 of the plunder for his share. The first agent of the companies recovering from his illness, resumed his investigations and at last secured evidences of the fraud from a woman in Castelnau's service. Dr. Castelnau, who is a socialist ranter and friend of Rochefort, was arrested together with the apothecary and other suspected accomplices. Decherer ostensibly started for America with Madame B. as soon as the insurance money was paid, but it is known that they are now in Germany. The accounts of the affair state that Decherer or Baron Von Scheurer is a naturalized American who had an American wife, who brought him a considerable dowry. He treated her badly, tried unsuccessfully to get a divorce from her and then abandoned her. His mistress is a young Hungarian woman, and it is believed that the entire plot was concocted between them. The English insurance companies are out $60,000, and it remains to be seen if they will ever catch the precious baron and his female accomplice. They will probably have to be content with such satisfaction as the punishment of socialist Castelnau will afford them.

THE representatives of La Royaume of Brussels, at Washington, sends us copies of his commission as agent for said company for the District of Columbia, and of the report of the Brussels office of Bradstreet's of the company's condition, for the reason, he says, that he supposes we would like more information than we have. But he does not explain how, on a cash basis of less than $25,000, the company can do a legitimate, or, indeed, honest business in this country. On the letter-head of Mr. Evans' communication his name is printed as general agent and attorney for the United States, while the commission he exhibits appoints him only for the District of Columbia. A contemporary says that he was associated at one time with the notorious Amos, in New Orleans, in the wild cat underground business. Finally the

Paris paper *L'Argus*, which is the best continental authority on insurance matters, says that La Royaume is in a bad condition. Under these circumstances Mr. Evans need not waste his time sending explanatory documents to the insurance papers.

SEVERAL persons in Boston having obtained a certificate of incorporation of the Prudential Association, made an application to the Massachusetts insurance deparment for license to do an assessment business, and proceeded to fit up an elegant office on the corner of Essex and Harrison streets, Boston. Commissioner Merrill in refusing to grant a license to the applicants, plainly charges them with being co-operative swindlers, in the following terms:

The person named in your application as secretary of your proposed association, I. Gerry Getchell, was president of the defunct People's Benefit Association, and one of your proposed directors, Robert J. Murray, was secretary and treasurer of said exploded organization. I find by the official records of this office that some two years ago my predecessor instituted proceedings placing said People's Benefit Association in the hands of a receiver and that the latter found liabilities thereof to the amount of some $120,000, for death claims, with assets of about $7,000, in the vest pocket treasury of its financial officer, R. J. Murray. Commissioner Tarbox declared that said corporation "sought to evade the performance of its obligations by refusal upon insufficient grounds to pay benefits," and "by the availing of the perfidy of its own agents;" that the transactions of its officers "particularly of its president, I. Gerry Getchell," who is named as secretary of your proposed corporation, "constitute a gross breach of trust, which ought to be, if it is not, a criminal offense," and "that the aforesaid management including Getchell and Murray is grossly incompetent and careless of its trust, if not willfully dishonest." You present to me what purport to be the applications of 200 persons desiring membership in your proposed association, accompanied by a statement signed by all of the officers and directors, and sworn to before a justice of the peace, certifying thus under oath that these 200 persons represent bona fide applicants who have each and severally paid in one assessment, as required by law. Investigation satisfies me that this statement, under oath, is false. The aforesaid record of some of the officials named for your proposed organization, and the flagrant falsity of your statement under oath, presented to me, is sufficient evidence of the character of your scheme, and I unhesitatingly decline to give you a certificate of authority to transact business.

IN Riga, Russia, there has been wholesale sentencing of persons to exile and punishment in Siberia, for being concerned in frauds against insurance companies by means of incendiarism. Fifty individuals were implicated and many of them are said to have pleaded guilty at the outset. The following is a report of the facts:

An anonymous letter received by the Salamander insurance company of Riga, in August last, stating that the house of one Levinsohn would be burned down on August 19, first led to the suspicion that the many fires that had latterly taken place in the town might have been due to incendiarism. Inquiries were set on foot, with the result that fifty arrests were made. The trial has been a long one, and has shown that an extensive conspiracy for defrauding insurance companies existed. Of the fifty prisoners nineteen were discharged, the remainder being sentenced to various terms of imprisonment, or to police surveillance. Two of the prisoners, a woman named Levinsohn and a man named Kallmansohn, were sentenced to ten years' hard labor, subsequent deportation to Siberia for life, and the loss of all civil rights; three others, Bruckner, Wengler and Petroff, all men, were sentenced, the latter to eight and the two former to six years' hard labor and life deportation to Siberia, while fifteen more of the accused, among whom was the daughter of a priest of the Russian Orthodox Church, were sentenced to transportation for life to Siberia, with the loss of civil rights. Six others were sentenced to short terms of imprisonment, and the remaining five placed under police surveillance only.

THE New York Tariff Association has arranged its committee on complaints and grievances, so that it shall consist of six members, two being representatives of the local companies, two of the agency companies and two of the foreign companies, and these members will serve in rotation, one being dropped each fortnight and his successor being taken from the same class of companies to which he belonged. At the last meeting of the association it was also decided that offenses against the rules, involving expulsion as the penalty, shall be tried by a jury of twelve members, whose verdict must be unanimous in order to convict. In the event of expulsion the name of the expelled company and the causes of the expulsion are to be published in the leading daily papers.

AS an instance of southern good faith, the Boston *Commercial Bulletin* relates the following:

A leading mill mutual underwriter has had his faith in the honesty and good faith of business men strengthened in a very gratifying way lately. A cotton mill in a southern state, insured in the mill mutuals of this city, was recently damaged by fire. The loss was adjusted and the agreed sum paid in cash. When the first of September came, the officers of the mill, according to their custom, made an actual count of cotton on hand to balance their cotton account and mill delivery for previous year. Here we quote from the letter of the president to the underwriters. "To our surprise, found we had more cotton on hand than our account called for. After careful examination we found that 200 bales, supposed to have been in warehouse No. 1—the one burnt—were actually in No. 2 warehouse, and our claim for burnt cotton was 200 bales in excess of our actual loss. The 200 bales at average 453 lbs., 90,600 lbs. at 11⅛ cents, amounts to $10,079.25, which amount please deduct from amount you are due us, and divide same in proper proportions among all companies at interest." The above mentioned amount was therefore returned the insurance companies.

AT a meeting held in Chicago, to express the bereavement felt by the fire insurance men of that city in the death of William B. Cornell, appropriate resolutions were passed and Thomas S. Chard paid the following tribute to his late friend and associate:

When William B. Cornell died the underwriting profession lost one of its brightest ornaments. He was a man of immense vital force and could do as much work, and good work in a day, as any one I can now recall. He had a singular grasp upon the details of his business. The extent of his knowledge regarding his company's risks, their rates, present condition and antecedents, was marvelous. Cyrus knew by name every soldier in his army. Cornell, apparently had the same kind of acquaintance with his innumerable policy-holders, and he seemed also to know "their sisters, their cousins and their aunts." He had in the highest development what phrenologists call the organ of individuality. He was one of the "humanists" of human beings. He was fond of companionship, witty, earnest, affectionate. He was both sentimental and practical. A scrap of genuine poetry was precious to him; at the same time he was a thorough-going well informed, successful business man. I feel his loss deeply as I was greatly attached to him.

THE Montreal *Insurance Chronicle* tabulates the fire loss record of Montreal for six years and nine months ending September 30th, last. The total fire loss was $5,949,706, on which the insurance companies paid $4,336,408. The result of this year's business, so far, to the fire insurance companies, shows an excess of losses over premium receipts of $500,000. The rates have been raised in Montreal, and there is much grumbling, which the above statistical exhibit ought to allay.

THERE is somewhat of a coincidence in the fact that T. M. Grant, manager of the Norwich Union; James Duncan, sub-manager of the Liverpool and London and Globe; James Clunes, manager of the London Assurance Co-operation; Philip McLean, secretary of the North British and Mercantile, and David Lawrie, manager of the Fire Insurance Association of London, are all graduates of the manager's chair in Edinburgh of the Alliance of London.

AT the office of the Phenix of Brooklyn yesterday afternoon it was stated that all the stock offered for sale on account of the default of the owners to pay the assessment, had been taken by members of the board of directors; in other words the impairment as declared by the insurance

department, is fully made up. Mr. Maxwell of the board said that the vacant vice-presidency was not likely to be filled until January next.

It has finally been decided that the American Exchange Fire of New York, shall not re-insure, but shall continue in business and it is understood that Mr. Richard D. Alliger, late United States manager of the Imperial, will be elected vice-president and underwriter of the company. It is reported that Mr. Alliger and his friends have purchased a large share of the company's stock.

The polytechnic section of the American Institute has appointed a committee composed of Robert Grimshaw, M. C. Baker and J. F. Hotchkiss, to investigate the causes of fires in theatres and the best means to secure their prevention. The New York Board of Fire Underwriters was invited to appoint an additional member of the committee, and has appointed Mr. Von Geison.

When President DeWitt of the Union Mutual Life announced the retirement of Mr. George J. Wight as eastern superintendent of that company, to accept the position of special agent of the Massachusetts Mutual Life, with headquarters at Philadelphia, he said: "Mr. Wight takes with him the best wishes of all of us for his future success."

In the Montreal municipal council, Alderman Jeannott has given notice of a motion to the effect "that the legislature be asked to empower the city of Montreal to insure property; or if not, to tax the insurance companies a certain sum to be devoted to the expenses of the fire department."

An international insurance congress is proposed by the Paris *Argus*, which thinks that a gathering together of representatives of fire insurance companies of the chief countries of Europe, would be productive of great utility. It cites American precedents to sustain its proposition.

The Kansas insurance department has revoked the license of the Peoples Mutual of Salina, sister of the National Mutual of the same place which was strangled by the department some months ago. Both were notorious wild-cats doing a wide underground business.

The Life Insurance Association of New York, will hold its first monthly meeting, since the summer vacation, at the Hotel Brunswick, on Tuesday, October 18. A dinner will follow the meeting.

An application for insurance has been made by one of the crowned heads of Europe to the Mutual Life, and has been declined by that company, says *The Weekly Statement.*

A French scientist named Zenger has written a paper trying to show a relation between meteoric showers and the occurrence of fires of unknown origin.

A corporation to be known as the West Baltimore Fire insurance company, with $125,000 capital, has filed its articles at Baltimore, Md.

The Concordia Fire of Milwaukee, has been admitted to Massachusetts. J. J. Rothery has the Boston agency.

The Alliance of New York, Mr. Yereance's brokers' company, is seeking admission to Massachusetts.

Personals.

Agency Appointments.

Anglo-Nevada: Warren Sparrow & Co., Portland, Me.

Boatmans Fire and Marine of Pittsburgh: W. C. Magill & Co., Chicago, Ill.

Concordia of Milwaukee: J. J. E. Rothery, Boston, Mass.

Equitable Life: A. Coburn, Worcester, Mass.; E. C. McCauliff, Worcester, Mass.

Home Life of New York: Dunphy & O'Malley, San Francisco, Cal.

London Assurance Corporation: George M. Fisher, special agent for Indiana and Michigan, with headquarters at Chicago.

Merchants of Newark: Wesley H. Judkins, Dexter, Mass.

Scottish Union and National: William Allen, Jr., Portland, Me.

Sun Fire Office: J. P. Fessenden, Portland, Me.

Sun Fire of San Francisco: W. C. Magill & Co, Chicago, Ill.

Union Mutual Life: Charles T. Smith, manager for Connecticut and special agent for New England,; James C. Benn, special agent in Maine, New Brunswick and Nova Scotia; L. V. Beebe, B. F. Carter and R. M. Robertson appointed to special duty.

Mr. Edwards K. Olmstead, a veteran journalist, who, on the editorial staff of the New York *Journal of Commerce* had charge of insurance topics, died from typhoid-pneumonia at Lakeview, N. J., on Friday of last week. He had been connected with many different newspapers, but was with the last one twenty-five years.

Messrs. George H. Moore and W. R. Foster were elected president and secretary respectively at the late annual meeting at Detroit of the Michigan Association of Fire Underwriters.

Mr. Joseph Churchyard, president of the Union insurance company of Buffalo since its organization in 1871, died in Buffalo last Saturday, aged fifty-six years.

Mr. Charles F. Runk, late of the Western of Cincinnati, has been chosen secretary of the Citizen's of Cincinnati, succeeding J. B. Abernathy, resigned.

Mr. E. F. Beddall, of the Royal sails for England by the S.S. Etruria to day, for a short visit.

Mr. Walter Smith, government inspector of insurance for the Province of Quebec, is dead.

Communications.

Unearned Premiums—A Letter from President Notman.

To the Editor of the Weekly Underwriter:

Dear Sir:—While I feel obliged for the notice you have taken of my remarks before the Niagara convention, yet you have in your comments quite misapprehended, and therefore misrepresented, unintentionally no doubt, the conclusion I desired to reach. That conclusion is, to place all companies on the same basis in cancelling policies.

Supposing one company to receive on the same risk 100 cents per $100, and to allow as a rebate upon the policy, deducting it on the face, fifteen per cent., it would receive eighty-five cents net, and would return in that proportion for any time unused when the policy was cancelled. That far we quite agree. Now, supposing another company receives on the same risk 100 cents on the $100, but allows to a broker twenty-five per cent., and the broker allows the assured fifteen per cent., the assured paying the same net amount that he paid to the company direct that took off the rebate, on your plan the company would be obliged to return in the proportion of 100 cents, which it did not receive and which the assured did not pay, instead of eighty-five cents, which the assured did pay in both cases.

I think you will agree that the companies ought to be alike in that, and certainly you are mistaken in stating that "the Niagara must have a more unsophisticated clientage than most of the companies if it is able to cancel its policies in that way." It is certainly our way of cancelling policies, and I have no doubt that an appeal to any company would

show that it is the universal custom to cancel a policy through the same channel that offered it and paid for it, and in that case the company gets off the full amount of brokerage, and the broker would certainly see that he did not pay more to the assured than he received from him, which would be the 100 cents, less fifteen per cent. I can assure you that this same plan is pursued in cancelling through a commissioned agent. Policies cancelled at an agency upon which the agent has received his commission are charged back to the company for the amount returned, less whatever commission the agent had charged in the first place when the policy was made. That is also universal, and would be sustained by an appeal to any company conducting an agency business.

I notice that the *Insurance Times* has made the same objection that you have, only in a little harsher language and with a slight aggravation of the misunderstanding by making me responsible for saying that I wanted to take off the brokerage instead of a rebate, which I was very particular to keep in view and to name.

As to the dilemma in which you seek to place me, or say that I have placed myself, I cannot see it in that light. I simply presented two views of the re-insurance reserve, so called. As a fund for the re-insurance of all its risks, no company ever puts it to that test unless it relinquishes business entirely, and then it gets a handsome percentage off, as I have stated, except in such a case as you have mentioned, which is a very unusual one, of a company not being able to re-insure and so running off its business, which I understand you to say was done in the case mentioned at a large profit. The other is really the practical use of the re-insurance reserve, that is, as a fund for the payment of losses to accrue on risks in force at the time the re-insurance reserve is made up. In this state, as you may know, in case of the bankruptcy of a company, a premium upon unburnt policies is a preferred debt, and is paid even to the prejudice of the burned policy-holders. I have thrown out the suggestion of the two views so that subject may be considered and some settled conclusion reached. I feel very certain that there ought to be a question in the annual report which will show the amount of loss that each company sustains on its own estimate of reserve, and that will, at least, establish the relation which the re-insurance fund bears to the losses on the policies for which it is made.

I have not time at present to elaborate this suggestion but may follow it up hereafter.

Yours Respectfully,
P. NOTMAN.

NIAGARA FIRE INSURANCE COMPANY,
NEW YORK, October 12, 1887.

The Commission and Brokerage Question in New York.

TO THE EDITOR OF THE WEEKLY UNDERWRITER:

DEAR SIR:—The brokerage or commission question is the chief cause of the troubles of the underwriters in this city, as it is and will be in other cities. If the companies can regulate this question, that of rates will not be difficult. *Can* they and *will* they try to regulate and reduce this large item in their expense account?

I believe it can be done, and that every effort should be made to do so at once. There are many who doubt that *anything* can be done by the New York underwriters, except to commit suicide. It is useless to argue with that class. There are others who believe that the underwriters will never have peace and paying rates until the brokerage is totally abolished or paid by the assured. This can only come after the situation has first become much worse than it is to-day.

The question is: can anything be done now to arrest the decline and avert the coming chaos? The present Tariff Association can scarcely grapple with the difficulty. It limits the brokerage on rated risks to ten per cent., and allows a brokerage of one hundred per cent. on the unrated. At best, the Tariff Association with its limited membership, cannot regulate the brokerage question. All or nearly all the companies should unite in endeavoring to do so. The present practice of paying all the way up to fifty per cent. brokerage is suicidal. Can it not be stopped? Is it not worth the effort to try? Should not all the underwriters be willing, if not anxious, to try to limit the brokerage they will pay to as low a figure as possible?

In discussing any plans to accomplish this or any other reform, there are as many doctors as there are insurance companies. Concessions must be made by all, and while trying to preserve what has been gained in improvements to risks we should prize more highly the experience gained in ascertaining the individual views of our fraternity and the results of certain methods adopted by previous organizations.

I shall refer to only two mistakes (as I think) which were made at the outset, with this brokerage question. The first was in not limiting the brokerage to the members of a brokers' board whose constitution and by-laws should be approved by our board, and next in making a uniform rate of brokerage of ten per cent. In every office to-day more than one rate of brokerage is paid. While five per cent. brokerage would be sufficient on some classes of risks, twenty-five per cent. may not be too much on dwellings and small policies. If the brokerage could be limited to these figures, a great saving would be made to every office. The average rate paid would not be over fifteen per cent. and at this figure the brokers promised their support.

I submit that this is worth trying; to grapple with the brokerage question first and if that can be mastered, other reforms will be easy, because we secure the co-operation of the broker.

MEMBER OF THE TARIFF ASSOCIATION.

NEW YORK, October 14, 1887.

Miscellany.

Locomotive Sparks and Forest Fires.

The report of the Department of Agriculture, just published, contains a paper on the connection of railroads with forest fires, by N. H. Eggleston, agent of the department. One-sixth of the fires in forests, which burn also farm buildings and crops which may be adjacent, are attributed to locomotive sparks, which by the way, are a prolific cause also of the burning of saw mills in the lumber cutting districts. The following are extracts from Mr. Eggleston's paper, which concludes with a plea for the device known as the spark arrester, attached to locomotive smoke stacks:

Railroads, in addition to the great consumption of the forests involved in their construction and use, as in the production of ties, bridge, trestle and platform timber, as well as building cars and securing a supply of fuel, are very destructive to the forests by means of fires occasioned by their engines. Investigation shows the latter source of loss to be a very serious matter at present, and a more serious one prospectively.

In the census year 1880 an attempt was made, under the direction of the government, to ascertain the extent of injury inflicted upon the forests by means of fires and the causes by

which the fires were occasioned. Thirty thousand circulars making inquiry on the subject were sent out, reaching every town in the country. Replies to all of the circulars were not elicited, but it was clearly shown that during the year 1880 not less than 10,274,089 acres of woodland were burned over, involving a loss of $25,462,250.

Among the causes af the forest fires, railroad locomotives were reported as among the most prominent, standing third on the list in this respect, only hunters and persons engaged in clearing land having occasianed more. One-sixth of all the fires reported were attributed to them. Another and independent investigation attributed one-eighth of the forest fires to this source.

The published reports do not undertake to give the extent of each fire, or the value of the forest or other property destroyed in each case. We cannot say with precision, therefore, what was their extent or the damage occasioned by the fires set by locomotives as compared with those originated by other means. But we have 508 fires reported as kindled by railroad engines. How many more may have originated in this way, which have not been reported, we have no means of ascertaining. If we assume that the average amount of destruction occasioned by fires started by locomotives equals that of other woodland fires, then we have 1,712,348 acres of forest consumed and property of the value of $4,244,208 destroyed by these locomotive fires. This amount, therefore, is to be added to the consumption of the forests for ties, bridge timber, &c., in making up the account of the drain upon the forests attributable to the railroads.

There are some particular considerations in connection with forest fires which make them worthy of special notice. In the first place, in the case of coniferous trees, they may not only consume the ripe timber, causing its total loss, but they destroy the young trees, which would soon replace the full-grown ones and thus continue the existence of the forest. But this is not all. The destruction of the forests by fire is often much more disastrous, attended by effects reaching beyond the simple destruction of growing wood, whether old or young. The lumber man cuts simply the standing timber, leaving the ground to be covered soon by another wood growth, possibly not so good as that removed, but having an appreciable value. In a forest of deciduous trees many of the stumps soon send up copious sprouts, and, if cattle are not allowed to intrude, a coppice will be quickly formed. But where the forest is ravaged by fire, there is involved not only destruction of the present stand of timber, or at least its great deterioration, but the roots of the trees may also be burned and their vitality destroyed. The tree seeds also, which are in the soil ready to sprout and renew the forest growth, are consumed. The very soil itself is often burned to such a depth that many years must elapse before it will regain the ability to support any useful growth whatever.

Thus it appears that the railroads are not only great consumers of the forests, in a legitimate way, for their own construction and maintenance and by the destruction of standing timber occasioned by fires from their locomotives, but they also take away, in many cases, the reproductive power of the woodland tracts over which these fires may run.

The exposure of forests near railroad lines to destruction by fire occasioned by passing engines operates to discourage the holding or planting of woodland in such situations. In some of our states fires caused by locomotives have become so frequent and destructive that growing timber is regarded as hazardous property. In New Jersey, which abounds in pine forests, the danger from locomotives is so great that timber land near railroads has only a nominal market value. In Cumberland County, in 1880, a fire was started by sparks from a locomotive and spread ten miles in one direction, consuming from 40,000 to 80,000 acres of forest, involving a loss of $320,000. A correspondent from that county estimates that three-fourths of all the fires in New Jersey originate from locomotives. Great destruction of the forests in Pennsylvania is attributed to the same cause, and the annual loss is estimated at millions of dollars.

The fact that these losses are so great, and that they are not necessarily incidental to any important business; that the destruction of the forests in this way does not, like cutting cord-wood to be burned in the factory, the furnace, or for domestic purposes, subserve important industries or promote human comfort, but is a loss simple and total, appeals to all, to railroad managers as well as others, to employ every practicable means for the suppression of these fires.

The exposure of the railroad companies to complaints on account of fires originated by their locomotives, and to suits at law for damages, as well as other reasons appealing to their self-interest, have led to many and protracted experiments for the purpose of preventing damage to property arising from this source and inconvenience to passengers. Many contrivances for this purpose have been tried. Some have been, in a degree, successful, but most of them have proved failures in practice. Within a few years, however, spark-arresters have been devised which railroad engineers and managers declare to be so efficient in securing the end desired that it would seem to be imposing no hardship on the railroad companies to compel them by law to furnish all their locomotives, as a condition of their use, with one or another of these safeguards. An eminent expounder of the English common law says that though railway companies may be expressly authorized by satute to use locomotive furnaces of a dangerous character, "no statute can exempt them from the consequences of negligence in the management of their railways, or the construction of their fire-boxes, chimneys, or furnaces whereby coals of fire are thrown on the adjoining property. If they neglect to avail themselves of all such contrivances as are in known practical use to prevent the emission of sparks from their engines, they will be responsible for such neglect, and if they run locomotives without statutable authority, in that case they are responsible for any damage caused by such engines in setting fire to adjoining property or otherwise, although they have not been guilty of negligence."

It would seem that our interpretation of the common law should be as effective as that of England in protecting property from destruction by fires originating from passing locomotives, or that our statute laws should be made to accomplish the same end.

A New Haven Tontine.

The New Haven *Palladium* announces the annual meeting of the New Haven Tontine Company, and gives the following account of the association:

"The tontine association was formed October 1, 1824, there being originally 117 shareholders. For every share of stock the holder named a nominee upon the death of whom the stock was to revert to the company, the holder releasing all claims. Of course every shareholder, desirous that he or his heirs should hold the stock as long as possible, named a very young person. In many cases the nominees were mere babies and in one instance a nominee was not born until several months after the organization of the Tontine. When only seven of the nominees remain living, all property real or personal, will revert in fee simple to the shareholders whom they represent, this bringing the Tontine to an end. The company owns the property on the corner of Church and Court streets, seventy-five feet front on the former and 375 feet on Court street. Originally there were 243 shares of stock, and consequently the same number of nominees, and the stock of the company was worth $100 per share, making a capital of $24,300. An attempt was made to raise this to $30,000, but failed. Last year at the annual meeting, Levi Ives, John S. Beach, A. W. DeForest, William L. Kingsley, John Bradley, V. M. Dow and C. S. Thompson were appointed directors of the company, and Levi Ives was elected president. All of the directors are living except John S. Beach. Since the organization of the Tontine the stock has changed hands so much that it is very difficult for the secretary to keep track of the stockholders. Many of the original ones have died and the shares have been inherited by their heirs, and many shares have been sold. There are now forty-five stockholders who hold about 100 shares. The greatest number owned by any one person is nineteen shares. Of the 243 original nominees there are but eighty-eight living at present. Some of these are nominees for more than one share, which accounts for the discrepancy between the number of nominees and the number of shares of stock. That so many nominees should be living in the sixty-third year of the company shows a remarkable longevity."

Insurance Legislation.

Georgia.

The senate has passed the bill to relieve the National Life and Maturity Association of Washington, D. C., and the house has passed the bill incorporating the Southern Phenix insurance company of Atlanta.

No further action has yet been taken with the general insurance bill.

Special Notices.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

Citizens Insurance Company,

OF PITTSBURGH, PA.

The Oldest and Largest Company in Pittsburgh.

Capital $500,000 00

W. G. JOHNSTON, President. WALTER MORRIS, Secretary

Lloyds Plate Glass Insurance Co.,

68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.

Insurance on Plate Glass against Accident. Largest business and largest reserve of any similar company in the world.

FRAZIER'S

Surveys and Confidential Grade Book Reports upon Special Hazard properties in the Philadelphia and New York Districts. Supplemented and revised constantly.

CHARTERED 1880. ORGANIZED 1881.

New England Fire Insurance Co.

OF RUTLAND, VT.

L. W. REDINGTON, Pres. C. PARMENTER, Sec.

The only Stock Fire Insurance Company in Vermont.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

1826. THE 1886.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,495,418 04
Surplus	1,057,198 77
Total January 1, 1886	$2,552 617 81

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.

R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

QUEEN

INSURANCE COMPANY.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.

JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.

Agencies in all the principal Cities of the United States.

THE UNITED FIRE RE-INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.

WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

London and Lancashire Fire

INSURANCE COMPANY

OF LIVERPOOL, ENGLAND.

HEAD OFFICE FOR THE U. S., 46 PINE ST., NEW YORK.

J. BEAVAN, Manager, New York Department, including New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, and District of Columbia. 46 Pine Street, New York.

DEPARTMENT MANAGERS.

SCULL & BRADLEY, (successors to Foster & Scull), 53 Devonshire Street, Boston, Mass., Managers for Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire and Vermont.

JOHN H. LAW & BRO., Cincinnati, Ohio, Managers for Ohio, Indiana and West Virginia.

BARBEE & CASTLEMAN, Louisville, Ky., Managers for Kentucky, Tennessee, Georgia, Alabama, South Carolina, Louisiana, Arkansas, Florida and Texas.

CHARLES H. CASE, 120 La Salle Street, Chicago, Manager for Illinois, Michigan, Wisconsin Minnesota, Iowa, Kansas, Missouri, Colorado and Nebraska.

If Life Insurance Agents want an A 1 contract, with full general agent's renewal interest, direct from the HOME LIFE INSURANCE COMPANY, with exclusive control of good territory, in the North-west or Western States, they will at once address,

EDGAR H. KELLOGG, Superintendent,

CHICAGO, ILL.

BONDS OF SURETYSHIP.

THE

GUARANTEE

CO. OF NORTH AMERICA.

Head Office: 157 St. James St, Montreal.

The OLDEST and LARGEST in America.

President—HON. JAMES FERRIS, Senator.
Vice-President—SIR ALEXANDER T. GALT.
Managing Director—EDWARD RAWLINGS.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

D. J. TOMPKINS, Secretary.

SURETY ON BONDS.

BONDSMEN SUPERSEDED.

American Surety Co.,

160 BROADWAY, NEW YORK.

CASH CAPITAL, $500,000.

RICHARD A. ELMER, President.

Bonds Guaranteeing the honesty of Officers and Employes of Banks Railway Express and Telephone Companies, other Corporations and Business Houses.

This Company will act as Surety on Bonds required in the Courts.

RESIDENT TRUSTEES, NEW YORK.

WILLIAM A. WHEELOCK, C. L. TIFFANY,
JULIUS WADSWORTH, E. F. BROWNING,
WILLIAM B. LEONARD, J. W. PINCHOT,
JOHN J. KNOX, GEORGE F. VIETOR,
F. W. VANDERBILT, A. H. BARNEY,
CORNELIUS N. BLISS, L. W. WINCHESTER,
HENRY H. COOK, W. S. GURNEE,
WILLIAM B. KENDALL JAMES A. HAYDEN,
THOMAS C. PLATT, JOHN J. McCOOK,
WILLIAM DOWD, M. W. COOPER,
J. D. RIPLEY, RICHARD A. ELMER,
R. N. HAZARD, C. H. LUDDINGTON,
A. M. HOYT, H. D. LYMAN.

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.

(ORGANIZED IN 1850.)

261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. ec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

Royal Insurance Company,

OF LIVERPOOL, ENGLAND.

[FIRE.]

ESTABLISHED 1845.

HEAD OFFICE METROPOLITAN DISTRICT,
ROYAL INSURANCE BUILDING,
No. 50 WALL STREET, NEW YORK.

STATEMENT OF THE UNITED STATES BRANCH,
January 1, 1887.

ASSETS.

U. S. Goverment Bonds, market value	$2,325,470 00
Real Estate	1,790,967 78
Cash in Banks and Offices	237,999 65
Accrued Interest	48,100 00
Uncollected Premiums	311,263 21
Other Assets	116,331 17
	$4,830,131 81

LIABILITIES.

Unpaid Losses, Unearned Premiums, and other Liabilities	$2,500,579 97
Surplus	$2,329,551 84
Income in U. S. for 1886	$2,645,297 22
Expenditures	2,199,210 64

MANAGERS.

EDWARD F. BEDDALL, New York, for Metropolitan District, Royal Insurance Building, 50 Wall Street. W. W. HENSHAW, Assistant Manager.
SCULL & BRADLEY, for Massachusetts, Connecticut, Rhode Island, New Hampshire, Maine, Vermont; 53 Devonshire Street, Boston, Mass.
JOHN H. LAW & BRO., for Ohio, Indiana, West Virginia; Cincinnati, Ohio.
CHAS. H. CASE, for Illinois, Michigan, Wisconsin, Minnesota, Kansas, Missouri, Iowa, Colorado, Nebraska; Royal Insurance Building, 169 Jackson Street, Chicago.
CHARLES R. KNOWLES, for State of New York, [except Metropolitan District.] Albany, N. Y.
R. EMORY WARFIELD, for Maryland, Virginia, North Carolina, District of Columbia; 15 South Street, Baltimore, Md.
BARBEE & CASTLEMAN, for Kentucky, Tennessee, Georgia, Florida, Texas, South Carolina, Alabama, Louisiana, Arkansas,; Louisville, Ky.
GEORGE WOOD, for Pennsylvania, New Jersey, Delaware; Royal Insurance Building, 306 Walnut Street, Philadelphia.

Liverpool & London & Globe Ins. Co.,

ESTABLISHED, 1836. ENTERED UNITED STATES, 1851.

NEW YORK OFFICE:
WILLIAM & PINE STREETS.

NEW ENGLAND, NEW YORK, PENNSYLVANIA, OHIO, INDIANA, KENTUCKY, TENNESSEE, ARKANSAS, MARYLAND, DELAWARE, DISTRICT OF COLUMBIA, VIRGINIA, WEST VIRGINIA, NORTH AND SOUTH CAROLINA,

H. W. EATON, Resident Manager.

CHICAGO OFFICE:
124 LA SALLE STREET,

ILLINOIS, MICHIGAN, IOWA, WISCONSIN, MINNESOTA, MISSOURI, KANSAS, NEBRASKA COLORADO, DAKOTA, MONTANA, UTAH, WYOMING, AND NEW MEXICO.

WILLIAM WARREN, Resident Secretary.

NEW ORLEANS OFFICE:
Corner CARONDELET AND GRAVIER STREETS.

LOUISIANA, MISSISSIPPI, ALABAMA, GEORGIA, FLORIDA, TEXAS.

HENRY V. OGDEN, Resident Secretary.
CLARENCE F. LOW, Assistant Secretary.

SAN FRANCISCO OFFICE:
422 CALIFORNIA STREET.

CALIFORNIA, NEVADA, OREGON, ARIZONA, WASHINGTON TERRITORY, IDAHO

CHARLES D. HAVEN, Resident Secretary.

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

Established 1782.

Phœnix Assurance Company,
OF LONDON.

FIRE INSURANCE ONLY.
LOSSES PAID over $65,000,000.
HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.
A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

Penn Mutual Life Insurance Co.
OF PHILADELPHIA.
INCORPORATED IN 1847.

ASSETS, - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES.
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 98
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493.94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

IN March, 1885, we noticed at length the history of the case of W. R. Stadler, who was convicted under the New York statute of 1881 making it a felony to present false and fraudulent proofs of loss to an insurance company. To-day we report another case of conviction under the same law. In most of these cases there is little doubt of the commission of arson, but the proofs of that crime are difficult. As we said in 1885, it is easier to trace false invoices than it is to prove that the man making them set the fire which rendered it possible to present a fraudulent claim for loss, and no doubt the law-makers made the penalty as severe as they did, in order to deter men from incendiarism.

To a mind rightly attuned the *Spectator* is as amusing as Artemus Ward's kangaroo. With a blissful unconsciousness of the first principles of life insurance, it talks glibly of "old line" and new line companies, and reads a lecture to this paper upon its journalistic shortcomings, closing with some comments upon the size of the editor of THE WEEKLY UNDERWRITER. We do not intend to discuss that personal question, but we should really like to have the *Spectator* tell us whether it believes that calling chalk cheese would make it available as bait for a mouse trap. Or to come more closely to the subject in hand will it tell us what is "old line" insurance. The term gives no hint of its significance. That point being settled we shall know better whether the Home Provident is entitled to rank as an "old line" company.

WE have been profoundly impressed with the following sentence in the last number of the *Chronicle:* "If we are wrong in thinking that heretofore THE WEEKLY UNDERWRITER has never recognized or advertised anything less desirable than level premium insurance we are willing to be corrected." The apparent innocence of the writer and the willingness to be taught is what has impressed us. The editor of the *Chronicle* can never be wrong in thinking. It is the habit of public utterance without thought that he needs to guard against. This paper has recognized a great many things which some of its contemporaries have failed to recognize, simply because of the habit we have mentioned. We have also advertised a great many plans which we do not consider as desirable as level premium life insurance. Without going into details, however, we may say generally, that the editor of the *Chronicle* should go on thinking, and whatever he may think of THE WEEKLY UNDERWRITER, he will find thinking a profitable exercise. He might go farther, if he has the time, and study the old files of the *Chronicle* as well as of THE WEEKLY UNDERWRITER. He will find in them a great deal about life insurance which it would be useful to him to know.

EVEN ordinary minds may sometimes be capable of giving advice to others whose opportunities and position would seem to place them beyond the necessity of counsel, and so we advise Mr. Harper that in the matter of legislation he is trying to do too much. We do not doubt that if he had not desired the New Hampshire legislature to admit his company and exclude all other assessment companies, he might have secured such legislation as would have let him in. It was the attempt to secure private legislation under the guise of a general enactment that did his business for him. Trickery sometimes succeeds, temporarily, but as a rule, even in dealing with legislatures, the manly course is the best. Mr. Harper may say that the other assessment companies leave him to fight the battle alone, and that if he has to pay for the whistle it ought to blow for him alone, but he should remember that half a loaf is better than no bread, and should learn by experience the value of that satisfaction which the good always have in the consciousness of duty performed without recompense. It is worth much more than the temporary satisfaction of having beaten the other fellow, and is infinitely to be preferred to the feeling of chagrin which follows upon an unsuccessful attempt to overreach your neighbor.

A SOUTHERN agent writes to a New York company, "I wish you would get THE WEEKLY UNDERWRITER to regulate the Northwestern Mutual Fire insurance company, of Dakota. They are doing harm in this part of the state." The company was organized under the law of 1885, which the auditor, in his report, says "is well nigh past finding out," and so "faulty and inadequate that it is useless to attempt the specification of amendments which should be made." This company has its local habitation at Wahpeton, in the southeastern part of the territory and on the Minnesota line. It must be somewhere near a year old, and whether it has any assets or who are its officers we cannot say. In the last auditor's report it has a name merely. It probably has enough credit with a printer to get its supplies, or did have, and is working them off on southern ignoramuses. Not being a resident of the state in which this underground company is working, and not being sure that it is an underground worker in that state, we can have only a general interest in shedding this little light upon it. There are two or three thoughts though, that we commend to the applicant for light, which will do for other cases as well as for this. Nothing but local or personal considerations should ever induce one to put insurance in a newly organized company, and nothing should induce a resident of North Carolina to trust for indemnity to a mutual yearling, about which he knows nothing, located in a small border town in Dakota. If he does not take this advice, the writer of the

letter had better leave him alone. He is too great a fool for it to be safe to insure him in the very excellent company for which our friend is agent.

THE New York Tariff Association is not in an altogether satisfactory condition, just now, and affairs in the Metropolitan district are anything but pleasant. The fire underwriters of New York have not succeeded in managing their business as they would have liked to have managed it, and as a rule they are not making money. Under these circumstances it seems to us that it would be a good plan to do what other large interests similarly circumstanced have been doing, and organize a "Trust" an institution which we believe is somewhat similar to a "pool." The details of the organization of these Trusts we are not familiar with, but they appear to be voluntary associations which undertake to conduct successfully a business which the various persons or corporations engaged in it cannot manage for themselves. That seems to meet the case of fire underwriting in New York. It may be objected that the business of fire insurance in the Metropolitan district is now being carried on by a Trust consisting of the brokers, and that they are managing it to their entire satisfaction, but admitting the force of that objection, can we not have, at least, a Trust to manage the brokers? There ought to be a way in which some part of the large portion of the premium receipts which now goes into their pockets could be diverted to the purposes of insurance and made available in the payment of losses.

THE broker has come to the front again in New York, and again we hear the cry "how are we going to regulate brokerages." It seems useless to go all over this ground again. When we start from wrong premises we are apt to arrive at wrong conclusions, and so when we acknowledge that the insurance broker is useful to insurance we give away the whole argument. If he is useful he will get whatever underwriters are willing to pay for his use, and it is pitiable to hear them talk about his exactions. When underwriters began to pay brokers they began what has always seemed to us a bad business, and so long as they continue it they must expect his "exactions" to increase. He has taken possession of the business of fire insurance in New York, and it would be folly for us to expect him to let up a hair's breadth. He will take all he can get, and so he ought. The only line he cares to keep to is the line where the underwriter's endurance ends. He does not want to kill the goose, but he does want to get all the eggs it will lay. He takes his goods to the market where he can get the most for them. Why expect anything else of him? It may be that the insurance broker is too securely entrenched to be dislodged, but if that is the fact let underwriters frankly admit it, and say that they are doing just what tradesmen do by unprincipled servants, giving them a commission for bringing trade from the houses they serve, and rob. Perhaps the cases are not entirely analogous, because the servant is usually paid wages by his employer, while the employer of the insurance broker expects to pay his employe in an advance in the cost of his insurance. We believe that companies will sooner or later have to come to a net premium basis, and then let the broker get his commission from his employer. There is no doubt that in that case brokerage would come down mightily from its present figures.

Unearned Premium Liability.

THE letter of Mr. Stevens considers the fire insurance premium in an altogether different light from that in which it is usually studied or treated. He asks us to consider it as a trust placed in the hands of the company to be administered. Let us see where this theory will lead us. An insurance company has but one risk, and until that is expired it holds all its premiums as a trust. If this is so it has no right to use any portion of those premiums for expenses, and its capital stock should only be liable for its faithful performance of the trust. If there is not enough of the trust fund to meet the losses it is not the fault of the trustee and if there is too much the balance is to be returned by the trustee.

It seems to us obvious that this theory of the fire insurance premium is not the correct one. The company is in no sense a trustee. It guarantees indemnity and charges its fee for doing so, and backs its guarantee with its capital and surplus, if it has a surplus. It may do what it pleases with the income from its policies. The accumulation of an unearned premium fund is a modern invention, and fire insurance flourished before it was invented, and it flourishes still in other lands not favored with paternal government where companies make their own estimate of what they will need to reserve for future contingencies and losses. But we have chosen, wisely or unwisely, to put upon our statute books an arbitrary enactment about reserves or unearned premiums, and the question to be answered is what do we mean by it?

If the insurance company is to be considered as a trustee, what is it a trustee for? A, is a merchant and he says to B, a broker, "get me insurance in C, the company, get all you can as a commission, and we will divide it." B gets thirty per cent., C having increased his premium to that extent to provide for what he knows B will ask. Now what Mr. Notman wants to know, and what we want to know, is, if C is a trustee, is he a trustee for the amount named in the policy, or for the amount which would have been named if B had not been born, and A had attended to his own business at his own proper cost? Or to use another illustration, let us suppose that one of the strong companies, say the Ætna, should conclude to write insurance policies during 1888 without any premium at all. Would it be a trustee for anything, and under our laws, which we last week characterized as neither scientific nor sensible, what would be its liability on those policies at the end of the year? Clearly, we think, fifty per cent. of nothing.

The trouble with the contract of fire insurance is, not that the state has refused to interfere, but that it has interfered too much. The contract promises indemnity, but the dear public has been so solicitous lest it should not be carried out that it has hedged it about with numerous provisions which are either absurd or wicked. Mr. Notman assumed that the desire of the public, through legislation, was to merely secure the fulfillment of the contract, and he tried to impress this upon the commissioners' convention, and to convince them that the law did not do that thing. What we desired was that he should suggest amendment in the right direction. We are quite sure that Mr. Stevens sees the shortcomings of the present law as a factor in securing the fulfillment of the contract. It compels the collection of an exorbitant premium or the ruin of the company, and the

conscientious underwriter is compelled to bleed the public or ruin his stockholders.

That is what the law has brought us to, and as we said last week, in New York it adds to this injustice by making such men as the merchant we have described, preferred creditors of the corporation for money which they and their brokers have already had and spent. The man with a claim for indemnity may whistle for his money, unless there is enough left him after paying back to Mr. A more than he ever paid in premium. And we call this fire insurance.

Facts and Opinions.

THE attorney-general of Texas on Tuesday, issued a circular to the prosecuting attorneys of that state calling their attention to the fact that persons were engaged in soliciting business for unlawful companies, both of Texas and other states, and requesting that such persons be vigorously prosecuted for violation of the law, the penalty for a first offense being a fine of $500 or three months' imprisonment in the county jail. The list of offending companies embraces a large number of mutual and co-operative fire and life associations organized in Texas. The following outside companies are also enumerated: The Citizens' Mutual Life Insurance Association, New York; Home Benefit Association, New York; Royal insurance company, Birmingham, Ala.; Union Fire Association, Little Rock, Ark.; Old People's Mutual Benefit Society, Elkhart, Ind.; German-American insurance company, New Orleans; Mobile insurance company; Preferred Mutual Accident Association, New York, and Commercial Life Association, Chicago. Among the more prominent Texas companies named are the Texas Benefit Association of Waco, and the Masonic Mutual Benevolent Association of Fort Worth. The attorney-general says:

> Many of these companies are wholly irresponsible financially, are fraudulent and deceptive in purpose and practice, and are each unlawful, their representations and artful dodges to the contrary notwithstanding. By their work money from unsuspecting, uninformed persons is obtained under false pretences, and their policies, if paid at all, must be with a view of getting a better chance to fail.

THE October meeting of the Life Insurance Association of New York was largely attended on Tuesday at the Hotel Brunswick. Vice-President Goble presided in the absence of President Raymond, who sent word that he was a victim of neuralgia. After a short business session dinner followed, which being brought to the cigar and coffee stage, speaking began. Judge F. C. Gedney made a humorous address; W. W. Byington gave reminiscences of life insurance experience; J. C. Mix of the New York Life read original poetry; J. L. Johnson of the Massachusetts Mutual Life spoke of the evils of the rebate system; B. J. Miller of the Mutual Benefit Life talked about the mission of the agent, and Allen S. Williams of the Berkshire Life presented some interesting facts about the insurance of Chinese risks, which, he said, were good risks. Listeners at this oratorical feast cheered their entertainers and felt that it was good to be there.

THE Hartford Equitable Indemnity Association was chartered by the Connecticut legislature in 1883, to do a life and accident insurance business on the regular plan, with a capital of $150,000. About a year afterwards the company was organized and James F. Burns, formerly secretary of the Phœnix Mutual Life, and afterwards president of the Provident Savings Life, was chosen president. Dissensions among the stockholders were given as the reason why the company withdrew from business after a short effort to procure it. The affairs were wound up but the corporate existence of the company was preserved. On Monday, at the annual meeting, a new board of directors was elected, composed of Thomas O. Enders, James Campbell, Charles J. Cole, Morgan G. Bulkeley, William H. Bulkeley, Samuel G. Dunham, John C. Webster, Gurdon W. Russell and A. R. Hillyer. It is significant that, with the exception of Mr Cole who is attorney for the company, all of the above named are members of the board of directors of the Ætna Life insurance company. The new directors of the Hartford Equitable say that the intention is to put the company on a sound financial basis for the accident business. It is surmised that it will be managed from the Ætna Life office.

THE rumor that the American Exchange Fire has reinsured its risks in the German-American is not true. It is expected that at the annual meeting in November the future course of the company will be determined. The New York department has finished an examination of the company, and two or three offers have been made to re-insure its business. The probability is that its business will be re insured in the German-American or Niagara, both companies having made offers for it, as well as the Liberty. Among underwriters it is understood that the offer of the German-American is the best one made. It is also probable that at the annual meeting Mr. R. D. Alliger will be elected vice-president and manager, and that the company will go on in business with a clean slate as regards liabilities, and a surplus of from twenty-five to thirty thousand dollars.

THE real estate speculation boom in Southern California, has so absorbed the time and attention of insurance agents in that locality that the insurance business has rather languished. Nearly all the insurance men in Los Angeles, according to the *Pacific Underwriter*, are more or less connected with the real estate business and can make more money in rapid deals in "town lots," "villa tracts," etc., in one day, than they can in twelve calendar months from fire insurance commissions. Hence a falling off in the volume of underwriting in that city. There is at present a lull in speculation, but real estate dealers are loaded up to meet an immense influx of eastern "tenderfeet" this winter, all wild to invest in corner lots. Perhaps the easterners may not, and the inevitable smash may come before spring.

A MEETING of the American Institute committee on the causes of fires in theatres, and the best means of their prevention or extinguishment, was held in New York, Tuesday afternoon; all the members being present After referring to the purposes for which the committee was called together, the best methods of operation were discussed, and general recommendations were made as to theatre construction, equipment and inspection; with particular reference to means of egress from auditorium and stage. The committee feels the gravity of the question and the importance of its position towards the public, and decided to prepare an address to the public, to be given through the public prints; and meanwhile to inspect one or two typical theatres in New York.

THERE is a concern at Geneva, N. Y., going by the name of the Manufacturers Accident Indemnity Company, which

advertises that it has $50,000 on deposit with the New York insurance departucent, as a guaranty for policy-holders. As this is a lie, Superintendent Maxwell has addressed the following sharp communication to the secretary, W. D. Chase:

DEAR SIR: My attention has just been called to a hand-bill or advertising circular from the Pennsylvania State Agency of the Manufacturers' Accident Indemnity Company, of Geneva, New York, in which it is stated, and reiterated with great stress, that said company has $50,000 on deposit in this department, "as an additional guarantee for the payment in full of every policy issued." As this statement is absolutely false, said company not having a dollar on deposit in this department, you will please explain at once why such false statement has been put in circulation.

IN order to comply with the Massachussetts law taxing premiums taken on risks written in that state, the Merchants of Newark has addressed the following circular to all its Massachusetts agents.

By the provisions of chapter thirteen of the public statutes, as amended by the acts of 1887, chapter 283 Commonwealth of Massachusetts, the officers of this company are required under penalty to file in the office of the tax commissioner, at Boston, between the 1st and 15th of November in each year, a sworn statement of the amounts insured and the premiums received therefor on all property located in said state for the year ending October 31. In order that we may be enabled to comply with this law, we have to ask that you make up on the last day of this month your account, pay all taxes that may be due the commonwealth, and at once forward such an account with all vouchers to this office.

No successor had been appointed to Mr. James May Duane as United States branch manager of the London Assurance Corporation, up to the time of our going to press, but as Mr. Duane will leave New York for Philadelphia next Tuesday to enter upon his connection with the banking house of Brown Brothers, it is believed that the new insurance manager will be announced before that time. An elaborate desk chair was presented yesterday to Mr. Duane, by Mr. Marks, on behalf of the employes of the New York office of the London Assurance Corporation, as an expression of their regard.

THE gas meter dangerous, says the *Baltimore Underwriter*, and it adds:

The meters which gas companies introduce into our houses are put together with solder that melts at a low degree of heat. When a fire originates near a gas meter the heat very soon causes it to fall apart, and the unchecked flow of gas from the influent pipe quickly fills the premises with a roaring and devastating flame. After every fire, when there is a total loss of the building, a blazing stream of gas roars on beneath falling walls and debris, until measures are taken to stop the supply of gas from the street mains. With these facts before everybody's eyes, it seems strange that no attempt is made to have meters differently constructed, or some way devised to prevent the loss that necessarily results from the present state of things.

THE advantages of electricity over other means of illumination in reducing the fire hazard in mills, are noticed in the following paragraph taken from *Modern Light and Heat.*

Fire underwriters all over the country are now, it is interesting to know, strongly recommending and advocating the introduction of incandescent lights in factories where explosive dust is produced or inflammable fabrics are made. What is of further interest in this connection is the fact that mill owners and others are beginning to realize the superior advantages of illumination by electricity, not only in the better physical condition of the operatives, but also in the greatly decreased fire risk.

THE letter addressed to all the insurance companies doing business in Boston, issued by the executive committee of the Boston Board of Underwriters complaining of the number of suburban agents employed, and asking if the companies would agree to limit themselves to one regular agent, has brought out a large number of replies. About seventy-five per cent. of the companies refuse to consider the proposition. The Board of Underwriters has not yet taken up the matter, but it is understood that it has been decided that something must be done and that a committee will suggest some other scheme to abate the alleged evil.

THE Guaranty Company of North America has paid the loss occasioned by the defalcation of the agent of the Southern Kansas railway, at Harper Station, Kansas, and has caused the arrest of the defaulter, who is held for trial. At the instance of the same company, which was his surety, Peter S. Moran, late agent of the Long Island railroad, at Southhampton, N. Y., was, last week, found guilty of embezzling twenty-seven dollars of the railroad company's funds, and sent to jail for six months as a warning to others.

THE London *Review* publishes an insurance directory of the United Kingdom. The names of six American companies reported as doing business in that country appear: American Fire of Philadelphia, J. H. Middleton, manager; Hanover Fire of New York, J. H. Lubach, manager; Equitable Life, G. W. Parker, British manager; Mutual Life, D. C. Haldeman, London manager; Mutual Reserve Fund Life, W. H. Hayward, general manager; New York Life, J. Fisher Smith, British manager.

AT Torquay recently, says the London *Review*, the sun's rays became focussed through the glass of a pair of spectacles, shown for sale in a shop window, and thus ignited a blind. The fire and smoke filling the window attracted the attention of a passer-by, who entered the shop and aroused the proprietor, who was ignorant of the accident. The fire was promptly extinguished, not having spread far enough to endanger the premises.

THE Travelers of Hartford, this week, settled its share of the protested John Tyler claims. Tyler, speculator, bohemian and spendthrift, obtained insurance on his life to the amount of $315,000 in various companies, and then, as alleged, committed suicide in a hotel at South Norwalk, Conn. The underwriters contested on the ground of conspiracy, but none of the cases have yet come to trial.

A PARAGRAPH in the dailies credited to Bellows Falls, N. H (?) reports the collection of statistics there bearing upon the crime of incendiarism in the United States. Letters addressed to prison wardens produced replies from those officials in thirty states and territories, showing that out of 31,176 convicts, 486 are held for arson or incendiarism—about 1.50 per cent.

THE large Sprague Baltic mill at Willimantic, Conn., was burned on October 14. The loss is the largest that has attended mill fires for a long time, being $1,500,000. About $250,000 of the insurance was in agency stock companies, most of the leading companies having a slice. The Phenix of Brooklyn had $50,000, on the mill and contents.

THE compulsory national insurance scheme of Canon Blackley in England, appears to be finally disposed of by the adverse report of the House of Commons committee. The promoter has been agitating his idea for ten years, and has induced many prominent people to join him. The opposition is too great, however.

THE arrest has been effected at Kennett Square, Pa., of George C. Marshall, agent of the German-American of New York, says the New York *Insurance Journal*, on a charge of embezzling $215.85 from that company. Mr. Marshall is a justice of the peace at Kennett Square.

THE city of Augusta, Me., has just put in new water works, and property owners have applied to the New England Insurance Exchange for a reduction of rates. A committee from the Exchange visited Augusta the past week, and will re-rate the city probably.

THE failure of the Dakota Mutual Life Insurance Association of Sioux Falls is announced. It was started in 1884 in the assessment style, and last year reported assets of $578, and $446,000 risks written. It has failed because it could raise only $59, to pay a loss of $3,000.

THE American Mutual Liability, of Boston, which insures employers against loss from injuries to their employes, began business on the first of this month. It has already issued policies covering nearly $10,000,000 of pay roll, says the Boston *Commercial Bulletin*.

THE New York Tariff Association held two meetings this week at which it discussed a project to regulate commissions on non-rated risks. The withdrawal of the Queen of Liverpool and the Rutgers Fire of New York from the association was announced.

A WARRANT was issued in Brooklyn on Wenesday for the arrest of Walter Raarop, a soliciting agent of the Prudential of Newark, for collecting premiums for the company and putting them in his own pocket.

The *Fireman's Herald* thinks that there will always be fires, "for it is cheaper to maintain fire departments and support insurance companies, than it is to make everything fire-proof."

THE convention of assessment associations at Philadelphia, appointed a committee to consider the feasibility of preparing a national insurance bureau bill to present to congress.

A COMPACT, in which every fire insurance agent joins, went into force in Savannah, Ga., on Monday. W. D. Deane is manager for the present.

THE Montauk Fire of Brooklyn has turned its agency business over to the Niagara Fire, and will confine itself to risks in the Metropolitan district.

THE New York state insurance department has rented a room in the Equitable Building, which will hereafter serve as its metropolitan office.

THE industrial agents of the John Hancock Life, in New York were banqueted by the officers of the company this week.

THE Long Island insurance company is now in the hands of the state insurance department examiner.

THE Cape May County Mutual Horse insurance company of New Jersey has been organized.

Insurance in the Courts.

A conviction under the section of the Penal Code of New York providing for the punishment of persons for presenting false and fraudulent claims of loss to fire insurance companies was obtained on Wednesday by Assistant District Attorney Purdy in the court of general sessions. The case was that of George Mayer, alias Franz Maykopf, who presented to the Greenwich Fire insurance company a false claim for $418 for loss sustained by a fire which destroyed his household effects in the house 168 Fourth street, Long Island City, on April 24.

The facts of the case are that Mayer met last Winter one William Scharf, who spoke to him of a plan of his for defrauding insurance companies. Mayer was a willing listener, and a scheme was concocted between him and Scharf and a woman named Horst to furnish the house in Long Island City, get it insured, set fire to it, and claim the insurance. This scheme was carried out. Bladders filled with benzine were left in the house on April 24, and long fuses were attached to them. These were set on fire and the fire bugs left the house. This was the scheme by which they hoped to escape detection, and which Scharf said he had worked before fifteen times. The fire by fuse would not reach the benzine for eight or nine hours. The incendiaries might in the meantime secure ample proof to be used in an alibi if one were to become necessary.

Unfortunately for the success of the plan the men quarreled, and Clement Schurz, whose connection with the case is not very clear, but who seemed to know all about it, made an exposure. Scharf and the woman disappeared and have not been found. Mayer was put on the stand on Wednesday and denied everything. He told several wild stories of conspiracies to kill him entered into by Scharf and Schurz, and also about a proposition made to him by Schurz to murder an old man on Fifty-first street for his money. The jury convicted him, and he was sentenced by Judge Cowing.

From a full report of the opinion of the New York court of appeals reversing the decision of the general term and affirming the conviction of Lorenzo Dimick for grand larceny, published in the *Chronicle*, we extract the following paragraph which gives the conclusions of the court. Judge Earl who wrote the opinion, after reviewing the principal exceptions taken by the defendant's counsel says:

There are very many other exceptions to rulings upon questions of evidence and to the charge as made, and to refusals to charge as requested found in the record and discussed in the elaborate and able brief presented on behalf of the defendant. They are so numerous that it is wholly impracticable to give them particular attention here. We have carefully examined and considered them all, and do not believe that any of them point out any error prejudicial to the defendant. He appears to have had a fair trial, and the verdict of the jury seems to be abundantly sustained by the evidence. Section 542 of the Code of Criminal Procedure provides that "after hearing the appeal the court must give judgment without regard to technical errors or defects, or to exceptions which do not affect the substantial rights of the parties"; and section 684 provides that "neither a departure

from the form or mode prescribed by this code in respect to any pleadings or proceedings, nor any error or mistake therein, renders it invalid unless it has actually prejudiced the defendant or tends to his prejudice in respect to a substantial right" These are mandates of the law-making power, and the courts should with reason and discretion give them full force and effect. Giving them the observance due in this case, we find no exception in the record showing that the defendant has been prejudiced in respect to any substantial right. The judgment of the general term should therefore be reversed and that of the oyer and terminer affirmed "All concur."

The suit of Cecelia Van Tine against the Clinton Fire insurance company of New York, which had been on trial in the Baltimore superior court before Judge Phelps and a jury for several days, resulted October 10, in a verdict in Mrs. Van Tine's favor for $5,149.50. The suit was brought on a policy of $5,000 on the furniture contained in the plaintiff's house on the Pimlico road, which was burned October 16, 1886. There was $27,000 insurance on the house and furniture, some of which is still in litigation. The company claimed that, as it insured Mr. Van Tine, and he transferred the property to Mrs. Van Tine without notice to the company, the insurance ceased with the sale.

Miscellany.

Life Insurance Payments.

The following is the report of the life insurance companies of the United States, to THE WEEKLY UNDERWRITER of the death claims and endowments paid by them during the month of September, 1887.

COMPANIES.	Death Claims.	Endowments.	Total Payments.
Ætna Life	$134,724	$55,377	$190,101
American Life	17,140	.....	17,140
Brooklyn Life	7,700	.....	7,700
Connecticut General Life	1,765	4,000	5,765
Connecticut Mutual Life	209,193	60,012	269,205
Continental Life	8,218	2,466	10,684
Covenant Mutual Life	.....	.....	.....
Equitable Life, Des Moines	97	635	732
Equitable Life, New York	.....	.....	.....
Germania Life	70,607	23,517	94,124
Home Life	25,000	4,500	29,500
John Hancock Mutual Life	30,691	1,000	31,691
Manhattan Life	50,374	9,500	59,874
Maryland Life	1,000	564	1,564
Massachusetts Mutual Life	12,190	8,550	20,740
Metropolitan Life	173,109	250	173,359
Michigan Mutual Life	22,675	6,584	29,259
Mutual Life, New York	372,520	51,919	424,439
*Mutual Life, Ky	.....	.....	.....
Mutual Benefit Life	154,707	15,396	170,103
National Life U. S. A	2,000	.....	2,000
National Life, Vermont	12,700	2,000	14,700
New York Life	297,204	a	297,204
Northwestern Mutual Life	74,763	7,900	82,663
Pacific Mutual Life	16,670	2,938	19,608
Penn Mutual Life	23,875	5,475	29,350
Phœnix Mutual Life	.....	.....	.....
Provident Life and Trust, Philadelphia	27,000	33,354	60,354
Prudential Life	73,852	.....	73,852
State Mutual Life	27,500	.....	27,500
Travelers	27,902	10,427	38,329
Union Central Life	9,543	1,000	10,543
Union Mutual Life	39,705	7,713	47,418
United States Life	29,660	22,500	52,160
Vermont Life	4,250	.....	4,250
Washington Life	55,780	19,852	75,632
Totals	$2,014,114	$357,429	$2,371,543

* Formerly the Southern Mutual Life of Louisville.
a Endowment payment not given.

PAYMENTS SINCE ORGANIZATION.

The following table shows the total amount reported paid on death claims and endowments, from their organization to Sept. 30, 1887, inclusive, by the life insurance companies whose monthly lists are printed in THE WEEKLY UNDERWRITER.

Date of Organization.	COMPANIES.	Death Claims.	Endowments.	Total Payments.
1850	Ætna Life	$25,538,886	$8,638,993	$34,177,879
1850	American Life	7,342,587	172,796	7,515,383
1864	Brooklyn Life	2,210,871	1,236,802	3,447,673
1865	Connecticut General Life	1,287,734	401,936	1,689,670
1846	Connecticut Mutual Life	55,293,887	9,043,975	64,337,862
1862	Continental Life	2,017,519	1,293,133	3,310,652
1853	Covenant Mutual Life	826,911	80,154	907,065
1867	Equitable Life, Des Moines	182,111	38,046	220,157
1859	Equitable Life, New York	b 48,122,342	b 5,372,480	b 53,494,822
1860	Germania Life	10,642,487	1,897,346	12,539,833
1860	Home Life	4,742,904	1,197,730	5,940,634
1862	†John Hancock Mutual Life	3,806,637	1,077,304	4,883,941
1850	Manhattan Life	14,222,850	1,369,358	15,592,208
1864	Maryland Life	958,052	67,845	1,025,897
1851	Massachusetts Mutual Life	7,773,600	1,441,783	9,215,383
1867	†Metropolitan Life	8,629,270	508,491	9,137,761
1867	Michigan Mutual Life	1,372,972	328,177	1,701,149
1843	Mutual Life, New York	84,748,110	28,104,480	112,852,590
1866	*Mutual Life, Ky	b 1,181,675	b 39,412	b 1,221,087
1845	Mutual Benefit Life	44,989,726	4,039,694	49,029,420
1868	National Life U. S. A	3,232,036	262,023	3,494,059
1850	National Life, Vermont	2,292,903	166,123	2,459,026
1845	New York Life	39,325,953	a 9,733,864	49,059,817
1857	Northwestern Mutual Life	15,275,804	5,728,432	21,004,236
1868	Pacific Mutual Life	1,698,992	552,448	2,251,440
1847	Penn Mutual Life	8,768,002	702,158	9,470,160
1851	Phœnix Mutual Life	b 12,480,886	b 2,267,195	b 14,748,081
1865	Prov. Life and Trust, Phila	3,756,725	930,817	4,687,542
1876	‡Prudential Life	2,521,601	.....	2,521,601
1845	State Mutual Life	2,703,884	506,344	3,210,228
1866	Travelers	3,185,983	537,189	3,723,172
1867	Union Central Life	1,569,222	133,103	1,702,325
1849	Union Mutual Life	9,096,356	3,604,309	12,700,665
1850	United States Life	6,506,544	867,403	7,373,947
1869	Vermont Life	116,115	18,137	134,252
1860	Washington Life	6,631,066	1,654,775	8,285,841
	Totals	$445,053,203	$94,014,255	$539,067,458

† Partially industrial insurance. ‡Wholly industrial insurance.
* Formerly the Southern Mutual Life of Louisville.
a Amount of Endowment payments to January 1, 1887.
b Amount of payments to August 31, 1887.

Personals.

AGENCY APPOINTMENTS.

Alliance of New York: Birckhead & Son, Baltimore, Md.; Tatnall Paulding, Philadelphia, Pa.; Woodward, Sherwood & Co., Jersey City, N. J.; James G. Alden, Newark, N. J.

American Fire of Philadelphia: Henry A. Tirrell, Weymouth, Mass.

Granite State of Concord: Wilson & Read, Pittsfield, Mass.

National Fire of Hartford: E. Harris Howland, Spencer, Mass.

New York Life: Elliott Glover, New England special agent with headquarters at Boston.

Queen: Stearns Bros., Boston, Mass.; E. J. Smith & Co., Boston, Mass.; Jordan, Lovett & Co., Boston, Mass.

St. Paul Fire and Marine: William H. Page, Haverhill, Mass.

Transatlantic of Hamburg: C. H. Rippelmeyer, Baltimore, Md.

Mr. James M. Rankin, formerly president of the Fulton Fire insurance company of New York, and first American manager of the Scottish Commercial, and latterly the principal adjuster for the Liberty insurance company, died on Thursday, at his residence in New York of typhoid fever, aged sixty-eight years. Mr. Rankin has long been one of the most widely known and respected men in the local insurance business of New York.

Mr. Edmund Dwight, Jr., of Pell, Wallack & Co., New York, has retired from that firm and will carry on the local agency business for the Peoples and Boatmans of Pittsburgh, and the Firemens of Baltimore. Pell, Wallack & Co., will continue as general agents of the Employers Liability together with their brokerage business. Mr. W. M. Killduff has entered the firm which now consists of Mr. Wallack and Mr. Killduff.

Mr. Isaac B. Chase, secretary of the Fall River Manufacturers Mutual of Fall River, Mass., died on Monday of paralysis aged sixty-five years. His experience as an underwriter was one of the longest in New England.

Mr. D. E. Stevens of Ohio was elected president of the associated assessment companies, at the late annual convention at Philadelphia. Mr. A. S. Brownell of New York was elected secretary.

Mr. George Thornton late manager of the Insurance Company of Virginia, returned to the service of the New York Life as superintendent of agencies, the position vacated by Mr. O'Dell.

Deputy Insurance Commissioner Smith of Massachusetts, is at work examining the several insurance companies located at Worcester, Mass.

Mr. James M. Forbush has resigned the New England special agency of the Providence-Washington and has been succeeded by Edward L. Watson.

Mr. Philip Becker, president of the Buffalo-German insurance company, has been re-nominated for mayor of Buffalo, N. Y., by the Republicans.

President Hyde of the Equitable Life is on his way home from Europe and is expected to arrive in New York on next Monday morning.

Mr. A. G. Butler has resigned the New England special agency of the Glens Falls insurance company.

Communications.

The Unearned Premium Liability—Communication from Secretary Stevens of the Agricultural.

To the Editor of The Weekly Underwriter:

Dear Sir:—Anent your discussion with President Notman, will you kindly permit me a word in defence of the present unpopular method which you call "neither scientific nor sensible" of computing fire insurance reserves. So far as the public is concerned an insurance company has but one risk, the total of all its policies, and but one premium, the total amount paid. Now this public may properly regard the insurance company as a trustee of the funds paid by it, until this big risk expires. Certainly the law so considers it when it makes the unearned premium a preferred claim. Is not the theory plausible that the premium paid is not the company's money, but the dear public's deposited in trust so long as the policy remains in force?

Except for the law of average, might not the public reasonably demand, as after six months had elapsed and no policies expired but the company's risk remains just as large as ever, it should have all the deposit on hand? For a man whose note is within a week of outlawry is nevertheless liable for as much as when the note was given. But the law of average *is* considered by the public, which gives us the full benefit of it, and is not that quite as generous as we could expect? When have we been more liberally treated by the public than when, our policy being half-way to expiry but just as large as ever, it lets us call one-half its deposit a surplus, and permits us to take a dividend from this?

The public, through its legal forms, does not ask as to the adequacy of the reserve; that is too fine a point for the law to settle. It "goes it blind" on that, and trusts to the business capacity of the contractors. All it asks is that companies do not appropriate its deposit, be this much or little, adequate or inadequate, faster than, in its views of the case, they earn it. If this is not as kind treatment as we can expect in this vale of tears, we have Utopian notions of human generosity.

As to Mr. Notman's proposed plan of estimating reserve on the basis of its imagined adequacy or surplusage to pay losses or to re-insure the risks, permit me to suggest that the law never yet interfered because a contract was an unfortunate one or a sharp one. Parties must stand or fall by their agreement, barring fraud. The profit or loss is not a matter which the law has taken upon itself to provide for, much less to discover or calculate. In case of any other bonds given and accepted, it never allows their security to be examined until there is default. Is there any good reason to make an exception of the insurance contract, or any feasible way to do so if there were?

I remain, yours very truly,

H. M. Stevens.

Watertown, N. Y., October 18, 1887.

Insurance Legislation.

Georgia.

Atlanta, Ga., October 21.—The house of representatives, on Wednesday, passed the general insurance bill, in the form printed by The Weekly Underwriter in its issue of October 8.

On Thursday the senate passed the bill relating to fidelity insurance companies.

The senate has passed the bill incorporating the Georgia insurance company, and the house has passed the bill incorporating the "Manufacturers Insurance Mutual Aid Society," and amended the charter of the Atlanta Loan and Insurance Company, changing the name to that of the Atlanta Banking Company.

New Hampshire.

The defeat of the attempt of the Mutual Reserve Fund Life Association of New York, of which Mr. Harper is president, to obtain admission to New Hampshire through the legislature, was preceded in that body by an interesting debate in which blows were given for and against the company and the assessment system.

A bill to admit the company had previously been reported upon unfavorably by the insurance committee and the report had been accepted by the house. A general bill was then introduced in the house by the friends of the company, under cover of which it could slip into the state. This bill a majority of the committee reported against. There was also a minority report and it was on the motion of Mr. McLane of Milford, to substitute the minority for the majority report that the debate, which follows, sprang up:

Mr. Morrill of Concord said a bill permitting the Mutual Reserve Fund to do business here was reported inexpedient to legislate, and under the guise of a general law the same thing was attempted. No other company could come in besides that, under the terms of this bill. It was against the settled policy of the state to pass a general law to effect a special purpose. Two years ago an attempt was made to let in these assessment companies, and the bill was killed by the House. This New York company could not come in under the law; neither was it such a company as it was desirable to admit at all. It has been severely criticised in the various commissioners' reports of the various states. Mr. Morrill submitted considerable documentary evidence in support of his position, and went into extensive details in proof of the questionable standing of the company referred to. From what appeared before the committee, and from the insurance reports, it is evident that this company cannot long stand, and it should not be allowed to come in here to pursue its course of taking money from our citizens without giving an equivalent. He hoped that the report of the majority would be adopted and this company, whose expenses are

fifteen times as large as those of ordinary assessment companies, shut out from the state.

Mr. Quimby of Gilford was a signer of the minority report. He thought the last speaker had mistaken the objects of this bill, and had expended all his ammunition upon one company. Other companies could come in under this bill, and excessive charges by one company would not injure another. When it is found that any company is insolvent its license can be immediately revoked. If this company comes in under our laws and complies with them the people can patronize it or not, as they may deem its charges proper.

Mr. Esty of Manchester said that of all the wild-cat companies which had attempted to enter this state, the Mutual Reserve Fund was the Thomas-cat of all. [Laughter] This bill lets it in, but he could not believe that the policy would be adopted here of opening the gates to let in these companies. The agent of this particular company had been connected with six defunct life insurance companies, and that, in the mind of the speaker, should settle this matter once for all. This company will ere long go to the wall, no doubt, and he hoped that the vote of the house would be definite and pronounced against this bill.

Mr. Sulloway of Manchester said that no company was more widely recognized than this one all over the world. It had large amounts deposited everywhere to secure policyholders. It was opposed by the insurance commissioner of this state; no doubt of that. He was invited to inspect the financial standing of the company, but declined to take a trip to New York for that purpose. He finally said the company could not come in under the law. He was invited to sit with the attorney general, but declined to do that. This company stands well everywhere, and does business almost everywhere. No company has a wider reputation. It does business for just what it costs. A fair comparison with other companies will show it ahead of them all. Take the Mutual Life of New York. Since 1842 it has cost it an average of $11.76 per thousand to carry its insurance, while it has collected $59.59 per thousand. It has got together over a hundred millions of surplus, and pays its president about a hundred thousand dollars salary. Another company in New York collects $49.23 against a cost of $11.01 per thousand; another $60.89 against $11.40, and so on through them all. This company pays only the first commission to agents, and there is not this drain to agents year after year. This company collects $17.96 a year upon a thousand, while thirty of the old companies collected an average of $52 and over, or over $32 more than is necessary to pay losses. These statements are a sufficient commentary upon the assertion that this New York company is a wild-cat concern. This bill is to admit a perfectly solvent company here, which will insure our people at a fair rate, and not do business on the leech principle. It is run on a business plan, and instead of piling up a surplus, building palaces, and paying officers $100,000 each, it gives insurance at cost, and when a customer does not want insurance he can go out. He hoped the bill would pass and the sons of New Hampshire be permitted to obtain life insurance at a decent price.

Mr. Leighton of Manchester was opposed to admitting these assessment companies. They are up to every possibly dodge to take the people in. The old and substantial companies offered safe and sure insurance. He trusted that the bill would not receive favorable consideration at the hands of the house. A large sum has been spent by the company specially interested in this bill. If it had merit, there was no need of that. It was not difficult to see that there is a job in this bill. We do not need any such insurance company in this state.

Mr. McLane of Milford believed this company was thoroughly solvent, and worthy of patronage by all who wanted life insurance. We have no right to keep such a company out, if it comes here ready and willing to conform to our laws, and give our people safe and reliable insurance. It is a fact that the old line companies are here in opposition to this new one, and that is all there is to this matter. He hoped all would be treated alike, and given fair play. During this very hearing the Mutual Reserve Fund has been admitted to do business in Georgia, notwithstanding the assertion that it was there debarred. The old line companies are so well fortified here that they think they can control legislation, and keep everybody else out. This is not fair Let all who are ready to fulfill the requirements of our statutes have the right to compete for business in our state. Any company which will deposit $100,000, and has a reserve of $200,000, can come in under this bill, but none other. With such a guaranty they should be admitted.

On taking a vote on the motion to substitute the minority for the majority report, the house voted down the motion; yeas 34, nays 94.

The majority report, "inexpedient to legislate," was then accepted by the house, yeas 132, nays 26.

Special Notices.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued without medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

THE HAMBURG-BREMEN FIRE INSURANCE COMPANY, of Hamburg, Germany, is the oldest German Fire Insurance Company in the United States.—Total losses paid in the United States exceed $5,000,000.

Applications for agencies should be addressed to the U. S. Branch Office, 62 and 64 Cedar street, New York.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States

NOTICE TO LIFE INSURANCE AGENTS.

The American Life Insurance Co.

OF PHILADELPHIA,

Is prepared to negotiate with competent men in the following States: Pennsylvania, Maryland, New Jersey, New York, Ohio and Illinois. For full information address,

JOHN J. MACFARLANE, President,

P. O Box 1556, Philadelphia, Pa.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance. Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.

A. D. IRVING, Manager. E. B. CLARK, Ass't Manager

Penn Mutual Life Insurance Co.

OF PHILADELPHIA.

INCORPORATED IN 1847.

ASSETS, - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,458 52
Surplus	1,227,426 40
Total January 1, 1887	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.
JAS. M. BARKER, Vice-Pres. JAS. W HULL, Sec'y and Treas.
Agencies in all the principal Cities of the United States.

ACCIDENT INSURANCE OF ALL KINDS.

THE

Employers' Liability Assurance

CORPORATION, LIMITED, OF LONDON.

Paid-up Capital,	$500,000 00
Deposited with Insurance Department of N. Y,	100,000 00

TRUSTEES FOR THE UNITED STATES.

OLIVER W. PEABODY, Esq, Kidder, Peabody & Co., Boston.
CHAUNCEY M. DEPEW, Esq., President N. Y. C. & H. R. R. R. Co.
SAMUEL SLOAN, Esq., President Del. Lack. & West. R. R. Co.
WM. A. FRENCH, Esq., Mass. Nat. Bank; Abram French & Co., Boston; French, Potter & Wilson, Chicago.
HON. JOHN LOWELL, Boston.

ENDICOTT & MACOMBER, UNITED STATES MANAGERS,
71 Kilby Street, Boston, Mass.

General Accident Policies provide for payment of principal sum insured on death or loss of two eyes, or two hands, or two feet, or one foot and one hand; for payment of half such sum on loss of one hand or one foot, and for weekly indemnity on temporary disablement. Benefits greater and cost less than those of other companies.

Special kinds of policies also issued; (1) Covering railroad accidents only. (2) Insuring workmen—premium paid by installments. (3) Indemnifying employers against liability for accidents to employes. (4) Accident Tickets for short periods.

Agents for New York State, PELL, WALLACK & CO.,
53 WILLIAM STREET, NEW YORK.

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON	Chicago.
H. K. LINDSEY	Cincinnati.
E. W. CARPENTER	San Francisco.
HUTSON LEE	Charleston, S. C.
S. O. COTTON & BRO	Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes, Cyclones and Farm Property

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - Phenix Building, CHICAGO, ILL.

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

GEORGE INGRAHAM, 2d Vice-President.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,310 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

THE UNITED FIRE RE-INSURANCE Co.

LIMITED
OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK
WILLIAM WOOD, Manager.

The Fire Insurance Association

OF LONDON.

TRUSTEES IN NEW YORK.
JACOB D. VERMILYE, President Merchants National Bank.
THOMAS REID.
F. D. TAPPAN, President Gallatin National Bank.
THEO. W. LETTON, General Manager and Attorney for the United States.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

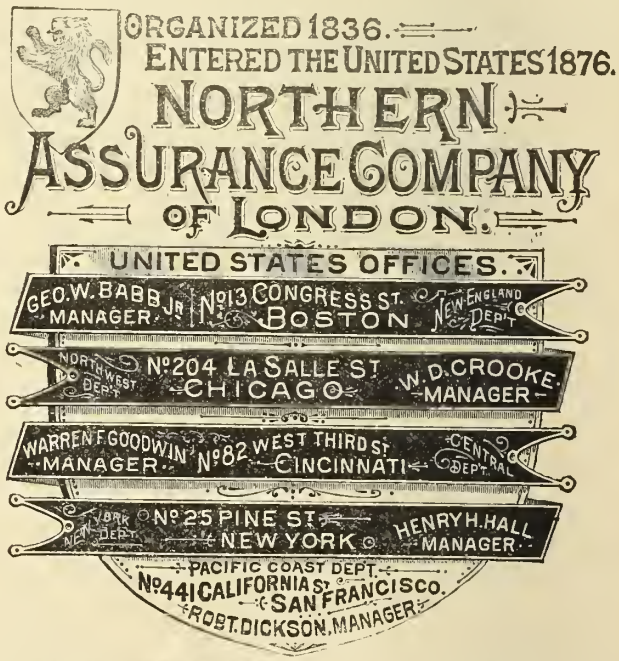
THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*



The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age.

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6 800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 41
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11 000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L HALSEY, Second Vice-Pres., H. B. STOKES.
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,780,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THE New York *Commercial Bulletin* of yesterday bases an editorial article upon a rumor that the New York Tariff Association is about to call to its aid, in its present struggle with the fire insurance problem, the Metropolitan Board of Fire Insurance Brokers. This recalls the old story of the Scotch preacher who found "daft Jamie" in his pulpit on Sunday morning, and to his exhortation to Jamie to come down, received the reply, "come up your reverence; they're a stiff-necked and rebellious people, and it will take the twa of us to manage them!" The problem in New York is a hard one and we shall see if the two can manage it.

ALMOST simultaneously there comes to this office, in our exchanges, reports of trouble in three fraternal organizations that either have life insurance attachments or were organized for life insurance purposes. The trouble all grows out of the rapidly increasing death rate, necessitating increasing assessments, although in one of them, the Royal Arcanum, there appears to be an abnormal death rate, no doubt due to bad selection. The test of all assessment schemes comes when the death rate draws heavily upon the members. This time may be postponed by careful selection and close management, and continual pushing for new business, but its coming is inevitable. We do not think it is possible for any such company to survive this period. The same thing is true of term insurance with an increasing premium. It is cheap but not durable. It is just as good for this year and next as any insurance, but an insurance company must be tested by its ability to withstand the storm, and not by its ability to float with the tide. With a level premium, so far in the history of life insurance, the heaviest strain is at the start. The reserves prevent any increase in the premium and furnish a fund for its gradual reduction. But the experience of the three organizations which is briefly sketched in the articles on another page of this issue, is bound to be the experience of all life or fire insurance companies which take no thought for the morrow.

WE have been asked to tell our readers something about the "United Security Life Insurance and Trust Company," of Philadelphia. Well, it is not a life insurance company nor a trust company, but a building association with a life insurance and trust company name. It assists those who wish to buy a home to do so, by advancing the greater part of the purchase money on mortgage, to be repaid in installments to suit the needs of the purchaser. It does something else, which is very like life insurance, or rather like endowment life insurance. While providing for the gradual extinction of the mortgage it also provides for its immediate extinction in case of death. To many men the desire for a home is overcome by a fear that death will prevent them from paying for it and so all will be lost. This corporation, in its schedule of payments provides a sum sufficient to secure term life insurance for the term of the mortgage. The insurance is furnished by regular life insurance companies. All that is done by this company may be done by the individual, but there is doubtless a convenience and satisfaction in having it done by the corporation, and all included in one transaction, that is worth all it costs. We are not in possession of the details of the plan, but the name of Mr. Register, the president, who has been so long identified with life insurance is a sufficient guarantee to underwriters that its plans are financially sound. The plan offers a suggestion which we have more than once spoken of, that in this direction, some day, our life insurance companies will find a practical outlet for the investment of funds, and will help to build as well as guard the homes of the country.

WE are so fond of the following paragraph, which appeared in THE WEEKLY UNDERWRITER of last Saturday that we ask our readers to look it over once more:

> The rumor that the American Exchange Fire has re-insured its risks in the German-American is not true. It is expected that at the annual meeting in November the future course of the company will be determined. The New York department has finished an examination of the company, and two or three offers have been made to re insure its business. The probability is that its business will be re-insured in the German-American or Niagara, both companies having made offers for it, as well as the Liberty. Among underwriters it is understood that the offer of the German-American is the best one made. It is also probable that at the annual meeting Mr. R. D. Alliger will be elected vice-president and manager, and that the company will go on in business with a clean slate as regards liabilities, and a surplus of from twenty-five to thirty thousand dollars.

That paragraph represents the result of two telegrams and nine interviews, and it is an excellent lesson in underwriting morals, because all the parties interviewed agreed upon the only positive statement made in it, and that happens to be untrue. The American Exchange is still doing business, but its outstanding business as well as what it is now writing is protected by a temporary contract of re-insurance in the German-American, which contract may be made a permanent one at the option of the American Exchange. It is not always, nor generally, pleasant to an editor to be deceived about a matter of news, but when he writes so guarded a paragraph as the above and finds that all his guarded statements are true, and that the one positive thing which has been established by the mouth of many witnesses is the one thing that is wrong, there is a certain grimness about the joke that partially removes the sting. The question whether it pays to lie to a newspaper still remains, and may one day come to be practically pon-

dered by a number of very excellent members of the underwriting brotherhood.

THE enterprising editor of *Insurance* has been doing a bit of detective work which ought to effectually wind up the "Old People's Mutual Benefit Society," of Elkhart, Indiana, as it shows very clearly the character of that organization, of which O. N. Lumbert is secretary. The editor made application for insurance upon an alleged wife's aunt, seventy six years old. His letters, the application, and the medical certificate were all written in the same hand, and were fictitious throughout. The policy seems to have been issued without any ceremony at all, and without inquiry. The editor says :

> What was to have been demonstrated has been. It is as clear as sunlight that in practice this society has no regard whatever for insurable interest, cares naught for medical examination, and deals with the life it pretends to insure purely as a subject for speculation, and with the beneficiary simply as a gambler.
>
> It is proper to explain that the letters to Secretary Lumbert, the application and the medical certificate, were each and all written in this office by the editor of this paper, and that he used the name of his nephew (a fine boy, fourteen years of age and who has never been married) as that of the proposed beneficiary. The address in Greenville is the editor's residence. As before remarked, there is no Middletown, N. J., nor any Rachel Miller, nor any S. D. Smith, M. D. The twenty dollars and some odd cents expended in the experiment was, we think, well invested.

There is a delightful freshness about this Mr. Lumbert, as the editor of *Insurance* says that he called at the office of that paper and protested that he never did any graveyard business, was very strict about medical examinations and insurable interests, and all the while that editor had in his pocket the most positive evidence to the contrary. Think of the secretary of this concern spending the twenty dollars taken from *Insurance* in coming to New York, to convince the editor that his business was praiseworthy ! We are none of us so innocent or guileless or unsuspecting as we seem to be, and the editor of *Insurance* we should consider to be a particularly bad one to practice the arts of the hypocritical liar upon. The question of more immediate interest is what are the state authorities going to do with the promoters of this co-operative murder mill. In Pennsylvania, a few years ago, the grand jury had something to say to its fellows. What is Indiana going to do about it ?

When Should Life Policies Take Effect ?

SOME weeks since we advocated, in a brief paragraph, a change in the conditions of life insurance policies, so that they should take effect when written. As the case is now, there is a period of time between the making of the application and the delivery of the policy, in which a man is not insured by the terms of his contract, but during which he is very apt to think that he is, and if he dies his beneficiaries are very likely to bring a suit for recovery, and quite as likely to receive a favorable verdict from a sympathetic jury. Besides, the anniversary of the life policy dates from the time it was written at the home office, and with the present practice there is not, on an average, probably, more than ten months insurance given by companies for the first year's premium. This is an injustice, while the first is a source of annoyance and discontent and possible loss.

Commenting upon our paragraph, the *Investigator*, while admitting the desirability of having life policies take effect upon their date, finds any number of objections to urge against the practicability of any change in the present methods. These it sums up, as follows :

> *First*—It will make the work of the agent more difficult and result in the taking of many less applications. The percentage of this reduction would be large and serious to active companies.
>
> *Second*—It will introduce an actual element of loss in practical operations that will increase the payments of the company by a small but decided percentage.
>
> Finally, the course to be pursued is really a choice of evils, and the choice is in the hands of the company.

In answer to the first objection we may say that there are worse evils to be found than a reduction in the number of applications taken. An application which the company accepts and upon which it writes a policy which is not taken, represents a considerable cash outlay for the company with no corresponding return, and also represents a great deal of worse than useless work for the agent, and in many cases creates a feeling of hostility to life insurance on the part of the applicant who feels that he has been over persuaded. Besides, how many of the lapses at the end of the first year are due to the facility afforded for getting in ?

We believe that life insurance soliciting ought to end with the writing of the application, and that, barring unforeseen contingencies, every accepted application should represent a policy issued and paid for. We all know that this is not now the case, and the reasons why it is not, and if it is possible we desire to see the percentage of "not taken" policies materially reduced if not altogether eliminated from the accounts of insurance companies. We know that officers of companies desire the same thing, but that the practice which the *Investigator* defends of making it easy for the agent and writing policies in hopes that the agent will be able to sell them, has hitherto been too strong for reform ideas to reach to practical reform.

As for the second objection we do not admit its force. The practical man must balance, in his business, losses and gains, and the few losses, if there were such, must be balanced against the great saving in expenses and wasted energy. Besides, we see no reason why the agent should not be held to a responsibility in this matter which would preclude the possibility of any material loss. As a matter of fact agents are every day putting companies in the way of losses on policies which after months of waiting are returned as not taken. An agent's monthly account should contain a settlement of all policies in his hands or else a return of the policies.

It will doubtless be said that these are the views of a theorist with no practical knowledge of the business of life insurance, but we solicited life insurance years before we began to write about life insurance, and some years before present practices were known. We did not then send circulars to business men asking their name, age, birth-place and family history, with the promise of a liberal offer to be made when the facts were known. We did not follow that with a personal interview, in which the party was given to understand that further information was needed, in the shape of a medical examination, and follow that by securing the party's signature to the "few facts" and that by the presentation of a policy all signed and ready for delivery, and then begin to solicit the insurance. And in those old days there was not so great a percentage of "not taken" and "lapsed" policies, unless we are greatly mistaken.

When we wrote our former paragraph we did so under the conviction that such a change in practice would be a

real benefit to the agent and the company, and at the same time rid life insurance accounts of a great deal of useless lumber. We believed also that the company first adopting it would reap most of the advantages to be derived by the pioneer in reform, and would compel other companies to follow in the path thus marked out. And in this we still believe that we were right.

Facts and Opinions.

In 1693, Leybourne in his "Panarithmologia" gave the following definition of insurance, which for its quaintness should be preserved :

It is a thing hath long been in custom and use amongst traders, and was established by a law under Claudius Cæsar, before the birth of our Saviour Christ ; it hath been much practiced in all trading nations, and is a cause of great increase of trade, because that hazard is borne by four or five with mutual consent, which otherwise must fall upon one person. The nature of it is thus. Suppose you ship £300 of goods for Jamaica. You being unwilling to run so great a hazard yourself, you go to the Assurance Office behind the Royal Exchange in London, and there acquaint the clerk you will insure £200 or £250, or you will the whole £300, (for you may insure the whole or any part) upon such a ship for so much goods you have on board. The clerk presently speaks to other men that are merchants, that make it their trade to insure, and you agree with them at a price so much in the hundred, and this called *Primo ;* the man that is your insurer runs all the hazard that can be imagined until your goods arrive safe at Jamaica. Before you pay the *Primo*, you have a policy of insurance signed by the man or men you agree withal, for you may deal with two, three or four, to underwrite for you several sums. This policy of insurance ought to be copied in the Office of Assurance, in a book kept there for that purpose, and for which you pay a certain sum unto the clerk or clerks sitting at that time. In the policy is expressed the name of the person that causeth himself to be insured, the place he insures for, the ship, the master's name, the sum of money, the dangers you are insured from, and how long that lasteth, with the name of the party or parties that insure or *underwrite* the policy for you.

Anxious creditors of the collapsed Lincoln insurance company of Nebraska, will be interested in the following additional information regarding the company, which appears in the Omaha *Bee:*

The collapse of the Lincoln insurance company continues to be discussed with a good deal of interest. The company was organized about eleven months ago by Lincoln parties. The principal stockholders were Lincoln capitalists. The management of the company's affairs seems to have been very bad from the beginning, and it has been swamped by underground insurance and extra hazards which any good insurance man ought to have had judgment enough to avoid. If the company had confined itself to legitimate business, it would have made a handsome profit. The amount of premiums taken in this state amounted to $37,000, and the losses during the same time were only $11,000 while the expenses were a trifle over $6,000. In the same time the underground risks taken outside the state amounted to $65,000, and the losses were nearly three times that amount. This will swamp the entire receipts and capital stock of the company, and will then leave at least fifty per cent. of the losses of the company unpaid. The Nebraska business will be re-insured.

The Prudential of London has made some changes in its industrial methods which are expected to have an important influence in increasing its already enormous volume of business. All policies issued under the adult tables will now enjoy quarter benefit for the first three months, half benefit after the first three months, and full benefit at expiration of twelve months—the old rule giving only quarter and half benefits, and at longer periods, being rescinded. A revision of some of the tables has been made, whereby increased benefits are shown in event of death more than five years after entry, and still further increased amounts to be received if death occurs more than ten years after entry. The premiums on infantile assurances are now restricted to one penny per week, while the amounts payable under this table have at the same time been considerably increased.

The vacancy in the position of United States branch manager of the London Assurance Corporation, caused by the resignation of James M. Duane, has been filled by the promotion of George H. Marks, who has been employed in the New York office for the past two years as sub-manager. Mr. Marks is an Englishman, son of the fire manager of the London office of the Liverpool and London and Globe, and began his insurance training in the London office of the Northern and continued it in the home office of the London Assurance. He was sent here two years ago, when some of the British companies adopted the policy of supplying their American managers with assistants from the home offices. The new appointment is favorably commented upon by underwriters.

The attorney-general of Indiana has filed a suit at Indianapolis against the Mutual Aid insurance company, of Elkhart, in that state, alleging that the concern is engaged in a fraudulent business, and has not complied with the law governing corporations. The company was formed by J. R. Deuel and George Gatusha, two men who were driven out of the state of Michigan by the recent law making it a felony to engage in the business of graveyard insurance. They went to Elkhart, and purchased a charter which had lapsed because not used, and under this pretended authority have been doing business. The complaint sets out these facts, and asks that the charter be declared forfeited.

The proposition of the Boston Board of Fire Underwriters to the companies to limit themselves to one regular and authorized agent in Boston, who should write all policies and thus do away with suburban agents, having been rejected by the companies, Secretary Osborne Howes, Jr., will next week draft another letter addressed to the companies proposing that all the business of their suburban agents should be accepted by them only through their Boston agent and not directly. This arrangement, it will be suggested, will maintain commissions as established by the board some time ago, will benefit the companies and be for the interest of all save the the suburban agents.

In the superior civil court at Boston, before Judge Blodgett, on Tuesday, a verdict of $2,488.86 was given the plaintiff in the action of Lawrence Kyte *vs.* the Commercial insurance company. This was a suit brought to recover $2,400 on policies of insurance issued by the defendant company on plaintiff's building in Natick. After the policies were issued, the building was remodelled into a hotel where liquors were sold. The defendants claimed that the alterations made and the use to which the building was put increased the hazard and rendered the policy null and void.

A novel scheme indirectly connected with insurance has just materialized in Boston. A concern called the Fire Notification Company has been started for the purpose of notifying owners of property at night, or when away in the day time, in case of fire, and to bring them to the scene by conveyance as quickly as possible, so that they may save valuable papers and superintend the care of goods not destroyed. The fee for the service is fixed at fifty cents a month, which includes use of carriage to the fire. Already

150 subscribers have been secured, including some of the largest business houses in the city.

THE Rochester *Post-Express* prints an engraving of the imposing new ten story building which is being erected by the Rochester-German insurance company, on Main street and Irving Place, Rochester, N. Y. The building will cost when completed $200,000, and will be occupied by the Rochester-German insurance company, the Rochester Title insurance company and the German-American Bank, all three of which corporations the Hon. Frederick Cook, Secretary of State of New York, is president. A part of the large building will also be rented for offices.

A MEETING of the New York Tariff Association was held on Tuesday, and the committee on grievances presented the report which appears in another column. The session was largely taken up by a discussion of the proposed plan of a business alliance with the Metropolitan Board of Fire Insurance Brokers, and the matter was finally referred to the committee on grievances to be reported upon at the next meeting of the association. The recommendations of the committee as to violations of the pledges of members, and question of commissions on non-rated risks also went over.

ANOTHER cause of fires has been detected and must be added to the classified list. It is said in Charleston, S. C., that negroes use the woolly hair on their heads as receptacles for matches. When employed in packing cotton on ship board the matches are liable to fall from their heads among the bales, and hence so many fires on cotton laden ships in port and on the high seas. Charleston underwriters should comb their darkies' heads.

THE Property insurance company has been registered in London, to effect insurances "at home and abroad," against loss or damage by fire, and to do an accident insurance business likewise. The capital is placed at the magnificent sum of $10,000, with power to reduce it. The *Post Magazine* intimates that the new comer is designed for the American wild-cat business. Look out for it in the direction of Washington, D. C.

THE London *Review* has the following allusion to American "snap" in the life insurance business and British want of it:

> It will hardly be believed, that, in the presence of nearly a hundred British offices, three American insurance companies now domiciled amongst us have succeeded in accumulating a very considerable amount of new business, all of which, of course, ought to have been secured by the British offices, and would have been so secured if any of them had only known how to get it.

CHANGES were made in the official roll of the Anglo-Nevada of San Francisco, at the last meeting of the board of directors. Louis Sloss was chosen president in place of G. L. Brander, resigned, and C. P. Farnfield was promoted from the secretaryship to the vice-presidency to fill the vacancy caused by the resignation of J. F. Bigelow. D. F. Tillinghast was appointed secretary *pro tem.*

THE teachers of the New York public schools have a mutual insurance company, which provides $500 to the heirs of each on death. The cost is fifty cents on the death of each member. Out of a surplus fund superannuated members are entitled to annuities.

THE new board rooms of the Metropolitan Board of Fire Insurance Brokers, at No. 34 Liberty street, New York, will be opened by a reception this afternoon, from three to five o'clock. Admission will be by cards of invitation.

ONE of the newly chartered New Hampshire companies, the Manchester City Fire has been organized by electing William J. Hoyt, president, and L. B. Clough, secretary. The cash capital is only $50,000.

THE American Life of Philadelphia has begun its new policy of branching out, by entering the state of New Jersey for business. License was granted October 17.

THE Lumberman's insurance company of Philadelphia was admitted to Massachusetts on Monday. Sawyer & Blake are the Boston agents.

IN Chicago, the latest new insurance project is a Printers Mutual Fire insurance company to do business on the basis of board rates.

THE Massachusetts insurance department has examined forty-one companies on the list of those which are to be examined this year.

THE American Life of Philadelphia has added an industrial department to its general business.

Personals.

AGENCY APPOINTMENTS.

Connecticut General Life: Charles S. Burke, general agent at Boston, Mass.

Fireman's Fund of San Francisco: Edwin Eldred & Co., Worcester, Mass.

Firemens of Newark, N. J.: James L. Hall, Fall River, Mass.

Hekla Fire of Wisconsin: L. L. King, St. Louis, Mo.; W. C. Magill & Co., Chicago.

Jersey City Fire: Edward D. Tyler, North Adams, Mass.

Merchants of Newark, N. J.: Frank B. Marshman, Lynn, Mass.

New York Bowery: Sawyer & Blake, Boston, Mass.

New York Life: S. Foster Magurn, assistant manager at St. Louis, Mo.

Sun Fire Office: C. L. Hazard, Providence, R. I.

Mr. Harry H. Westgate of the firm of Westgate & Johnson, insurance brokers of Boston, died at Melrose, Mass., on Monday. Mr. Westgate was a son of J. E. Westgate, an old-time Boston underwriter, and succeeded his father in the agency business upon his death. A few years ago, Mr. Westgate Jr., failed in business as an agent, and then turned broker.

Mr. Henry D. Smith, secretary of the Union Mutual Life of Maine, after more than a quarter century's service for the company, has resigned, and will go to the South for the winter. Mr. Smith has been an invalid for a year past and unable to attend to much office work.

Mr. A. C. Haynes, of Philadelphia, late of the firm of Vanuxem, Haynes, Sandberg & Co., general agents of the New York Life, has joined the forces of the Equitable Life, and will labor in the New York metropolitan district from November 11.

Mr. Charles Platt, president of the Insurance Company of North America has gone abroad, and it is understood that he is to follow the example of the president of the American Fire and enter his company for business in the United Kingdom.

Mr. Thomas Lamb who was once president of the old Washington insurance company of Boston, and who has since for many years been a prominent Boston banker died in that city on Tuesday, aged ninety one years.

Mr. Egbert C. Preston, secretary of the Michigan Fire and Marine since its organization, died suddenly on a railroad train between Mt. Pleasant and Saginaw City, Mich., on October 18. He was fifty-three years old.

Mr. H. W. Allen has been appointed agent of the Union Mutual Life, for the New York Metropolitan district, in place of Howard Slade who has gone into the service of the Massachusetts Mutual Life.

Mr. Charles R. Peck, has been elected secretary and treasurer of the Fire Insurance Company of the County of Philadelphia, succeeding John W. Dulles.

Mr. James W. Fitzpatrick has been appointed general agent of the Mutual Life for the state of Maine, to succeed Mr. Frank Wood, resigned.

Mr. Jeffrey Beavan, manager for the London and Lancashire, sails for England to day on a three months' visit.

Mr. John C. Paige, of Boston, has been appointed an agent for the Home of New York in Boston.

Mr. William Young, the Cincinnati fire insurance agent died, October 17.

Original Contributions.

Early New York Underwriters.

Edward W. Laight.

Here and there we come across a name that, aside from being a simple label carried by one of the millions, is a synonym for growth, progress or goodness in the history of places. Such a word is the name Laight—in its relation to New York. Away back in the beginning of the important days of the city we read of Edward and William Laight, merchants, men of sterling integrity and eminent among her representatives of what good men find in life that is worth living for. William found especial pleasure in looking after the welfare of Trinity Church, and was counted among her most active wardens. If we turn over the pages of history until we come upon another generation we find a second William Laight, graduated from Columbia College, also a warden of Trinity Church and a man proud of emulating his father by maintaining the causes of his good name. How he succeeded in this we shall see by what follows.

Just a hundred years ago the most interesting procession that has been seen in this country marched through the streets of New York. It was in favor of adopting the constitution and establishing the United States of America as one of the great nations of the earth. It was reviewed by Generals Washington and Hamilton at the Battery (where the people all shouted themselves hoarse), it marched behind all the trumpets and fifes and drums that could be got together in the town, up Chatham street to the Bowery road, then up to Grand street and then over to the hill by the East river where they had such a barbecue and speech-making and merry making and enthusiasm that Toryism died on the spot, and the old Dutchmen up north who were still in ponderous meditation, whiffed one last puff of doubt from their pipes and said "all right."

There was a boy of fourteen years who, in watching that procession pass, saw his father on a white charger at the head of the Chamber of Commerce, the chosen leader of the strength and power of New York, of the contigent that gave the one great element of force to the procession, and heard the screeches of enthusiasm from the surging mass of forefathers when the Father of his Country, the framer of the Constitution and his own father at the head of the commercial power of the country, exchanged greetings. The recognition and determination of that moment must have been wafted up the river by Hendrik Hudson's Catskill wizards and put into their great-grandnephews' pipes in Poughkeepsie, where the final convention was held; for when the people who saw the procession used to talk about it, it is said that they usually began by telling of William Laight and his followers of the Chamber of Commerce as an introduction and finished by repeating the same thing by way of a climax.

The boy, who was called Edward, must have been impressed with what he saw. We assume this, not because of the event, but because there was something in the man into whom he developed which warrants the belief that it was the result of more than the mere rehearsal of platitudes which constituted the incentive. At all events, let us see and judge for ourselves.

He grew up to be the handsomest man in New York. There is a miniature of him as a young man extant in very safe keeping, often looked at and often serving as one of the many reminders that this rare gentleman of the old school has left behind him, of what he did and what he was. I have never seen the face of a man, nor yet the likeness of one, in which there was more plainly written that pride which is above malice and where those features which portend greatness of heart were more prominent than I found in that little picture with a well worn frame that was taken from its familiar place and shown me. Like his father he graduated from Columbia College, and like his father and grandfather, too, he was a warden of Trinity church. It is worthy of note that of these three generations, each father and son were for a time together active in this capacity. He was also a trustee of Columbia College, a governor of the New York Hospital, president of the old Dispensary on Centre street and a trustee of the Society Library.

These are matters of record; the things that are found in books. But how he looked for good books for the library so that people might enjoy them, how he stayed in the city during the cholera year of '32, and went about with the dispensary doctors, helping one poor sufferer here, encouraging another there, and rendering just that little assistance to still another that made the heart beat more strongly and gave that impetus to courage that baffled disease; how, during a yellow fever epidemic he was twice stricken with the disease himself; these things are not written in dry records, yet it may be worth our while to know them. Neither will it harm us to know that Old Trinity was never more beneficent than when he was warden, or that when he was a governor of New York Hospital poor people for whom he obtained admission were often newly clothed from his own household in order that, by the decency of their apparel, they might be vouchsafed greater respect by the attendants.

And if all the people whom he helped out of difficulties, and to whom he made honesty easy by little loans just at the time when evil was only a little way off, a host of men would rise up to testify to his praise. Furthermore, he always took especial pains to hide his good deeds.

He was major-general of the State Guard, and was very active in securing an efficient defense of the State during the war of 1812. When hostilities were ended he associated himself with the Eagle Insurance Company of which he soon became president, and he remained at the head of this company during his entire business life.

The history of the Eagle is a good account of his stewardship. When swept under by the fire of 1835, with the assistance of Secretary Glover he succeeded in getting an enabling act passed by the legislature whereby they were permitted to continue in business, and in the course of a year, what with hard work and tireless energy, they collected premiums enough to keep their reserve intact and to pay all their old debts.

Although the transactions of the old board of fire underwriters were sold as waste paper with the records of a defunct insurance company, it appears from what is remembered and written of it, that General Laight occupied a similar position to that of William Henderson in his relations towards his

fellow underwriters. He was present at the first meeting of the old Salamander society, in 1819, was chairman of the first rating committee which convened in 1820 and was chairman of the first committee appointed to secure the adoption of a uniform policy. And again, from 1844 to 1850 he was president of the New York Association of Fire Underwriters.

He was at all times a staunch upholder of the principle of fixing rates and keeping them when they were agreed to. More than that, he practised what he preached.

Some time ago I went to an old gentleman who is full of facts and figures, and asked him for data concerning General Laight. He took down a number of old folios, looked them over carefully and then shook his head and said: "My records don't go as far back as the General's time; I was a young man when he was active and had but little intercourse with him. I remember him very well, however; he was a very honorable man, a thorough gentleman, a very handsome man, too, and one whom we insurance men always regarded with no little pride as a member of our guild. But there must be quite a number of men who remember him well,—just let me glance over this list of names that I find here and I can give you a dozen. Let's see: there's George Hope he can tell you—but he's dead. Well, there is Walker and Abraham Underhill, but no—and the old man read quietly the dozen names that he had promised, shook his head again, looked up over his spectacles with eyes well dimmed by an appreciation of the fact, and said with no little emotion in his voice: "why, young man, they're *all* dead."

But they are not all dead. Not a few very hale, very hearty old gentlemen remember General Laight, and their recollections all coincide with what was said of him in the beginning, as the words of one who has spent many days with him will attest. "Write," said he, "that General Laight was kind and good, and that his life was to those who knew him such a constant example of equity, of justice, of right, and was such an incentive to follow in his footsteps and was such a positive solution of the problem of the relation of unswerving honesty to dealings with men, that he was great. Write all this and the more virtues you add as his attributes, the better I shall like it because the more good you say of him the more truthful you will be."

A. ELLWOOD HENDRICK.

Insurance Legislation.

Georgia.

The adjourned session of the Georgia legislature closed on October 20. Its most important action in regard to insurance was the passage of the general insurance bill in the form printed in THE WEEKLY UNDERWRITER of October 8.

In the house, the bill to incorporate the Georgia Title Insurance Trust and Guaranty Company of Atlanta, was placed upon a third reading, and lost by a failure to receive a constitutional majority.

The general assembly was in adjourned session 107 days; the whole session consumed 157 days. The number of local bills was unusually large, and in the matter of incorporating railroad, express, insurance, banking, telegraph, mining and manufacturing companies the session was prolific.

The governor will probably sign all of the insurance bills passed during the session.

Miscellany.

The Offending Agents of the New York Life in Account with the Massachusetts Insurance Department.

The arrests of Messrs. Frederick Webber, M. L. Hamlin and Charles W. Moore, agents of the New York Life insurance company, for illegally soliciting insurance in the western part of Massachusetts, which occurred at the instance of Insurance Commissioner Merrill about three months ago, will be distinctly remembered by underwriters. The cases against the gentlemen named have just been settled by their acknowledgment of a violation of the law, the confession of judgment by the company and the payment of the maximum fine of $500 for the offense. The following letters more fully explain the settlement:

NEW YORK, Oct. 19, 1887.

HON. GEORGE S. MERRILL, Insurance Commissioner, Boston, Mass.

DEAR SIR:—It is due to ourselves, as to you, to say that the acts of soliciting insurance in Massachusetts without having first obtained from you the license so to do, upon which indictments are now pending against us, were done with no intent or wish to evade the law. The New York Life insurance company, by which we are employed, has earned the most honorable reputation in business dealings, and its officers, we fully believe, desire to conform to every condition and requirement which the legislature of Massachusetts may see fit to apply to foreign insurance companies. We make no question that we have violated the statute, and at the proper time we shall so plead to the indictment and submit to the judgment of the court. As agents for the company we began work in western Massachusetts relying upon the assurance of the officers of the company that the proper licenses for us would be obtained. We understand that the company's superintendent of agencies directed the proper application to be made, but through oversight or unavoidable delay it was not received by you until we, acting in entire good faith, had effected insurance in several cases, and rendered ourselves liable to the arrest which followed. We trust that neither you nor any other person conversant with the facts will believe that for the very small sum involved in the license fees, we purposely broke the law, or that we sought to manifest disrespect toward you or your department. Respectfully yours,

M. L. HAMLIN,
CHARLES W. MOORE,
FREDERICK WEBBER,

NEW YORK LIFE INSURANCE CO., NEW YORK, Oct. 19, 1887.

HON. GEORGE S. MERRILL, INSURANCE COMMISSIONER, BOSTON, MASS.:

DEAR SIR:—Referring to the inclosed communication of Messrs. Webber, Moore and Hamlin, concerning their acts in soliciting insurance in the state of Massachusetts without having first obtained authority from you so to do, this company needs only to say further, in view of the explanations which have been made to you by our counsel, Hon. George D. Robinson, that the company's arrangements in regard to its work in Massachusetts were made in its usual manner and in its usual good faith: that the applications for authority were delayed by such a combination of circumstances as probably could not occur again, and that any violation of law was purely of the letter and not of the spirit. The attorney-general of Massachusetts notified the company that it had violated the statutes in issuing policies upon the unauthorized solicitation of said agents. The company is now advised by our counsel that the sum of $500 is fixed upon by yourself and the attorney-general as the penalty on the company, and in response thereto you will find enclosed check to your order for the specified amount. Yours truly,

WM. H. BEERS, President.

Report of the Committee on Grievances of the New York Tariff Association.

The following report by the committee on grievances of the New York Tariff Association, was presented at a meeting of the association on Tuesday last:

In compliance with the instructions of the association, that the companies who had admitted violations of the rules should be requested to renew their allegiance, with assurances that they would abide by the rules hereafter as construed by the tribunal to be appointed by the association for such duty, the several companies were waited upon by mem-

bers of the committee, and it is our pleasure to report that the Howard insurance company, the Niagara insurance company, the Sun insurance company and the American insurance company have given such assurance.

In the case of the Queen insurance company, five members of the committee waited upon Mr. McDonald, the manager at his office. He was informed of the purpose of their visit, and stated that his reasons for deviating from the rules and rates of the association, were because of the discovery by him of violations on the part of other members of the association, whom, however, he did not name. He desired to know what his position was in the association—whether he was liable to expulsion or permitted to resign—and was informed that, although liable to expulsion, no action had been taken by the association to that end, and that the renewal by him of his allegiance would place him in a position to retire at any time from the association if he should feel that the interests of his company required it.

He then stated that he would require time for reflection and would write his reply. On the day following, your committee received a letter from him informing them that he had sent his letter of resignation to the Tariff Association. Whether such resignation is in order or not the association can determine; your committee do not feel that they have any jurisdiction in the matter and have not replied to his communication. Mr. McDonald stated that, notwithstanding that he had felt himself released from observance of the rates and rules of the association, and had taken measures to meet competition, his business had fallen off more than forty per cent.

In the case of the Guardian insurance company, Mr. Bowers the manager, informed your committee that he had never been a member of the Tariff Association, and had simply pledged himself to observe its rules and rates to the extent that they were observed by members. He had, therefore, violated no pledge or other obligation, and he had only deviated in the case mentioned in his reply to the circular of September 23, after discovering that members of the association had policies outstanding on the risk at the rate complained of. It was suggested to him that a pledge to observe the rules and rates of the association only to the extent that they were observed by members, in the face of admitted violations by members of such rules and rates, would not be of practical value, and he was asked to modify his position so far as to agree to give notice in writing to the president or secretary of the association before making any deviation. This he promised to take into consideration

Your committee feel that the proposition that the allegiance of any member and his observance of the rules and rates shall be conditioned upon their observance by all other members, and that bad faith on the part of any one, when discovered by another, shall be regarded as releasing him from his obligation, without notice to all other associates, is one that cannot be conceded, and they hold that so long as only one other member of an association maintains his relations in good faith it is due to that one member to give him notice in advance of any deviation, though all the rest should prove false to their obligations. It would seem unnecessary to state so self-evident a principle were it not for the fact that more than one of those members admitting violations have pleaded previous alleged violations by other members as justification of their own action, and your committee feel that there should be no uncertainty whatever in the association upon this point so vital to its integrity.

Your committee find themselves confronted in the discharge of their duties with an important fact, namely, that at present, while the rate on tariff risks is limited to ten per cent. there is no limit whatever as to the rate of commission or brokerage which may be allowed on non-tariff business, and that, as both classes are accepted from one and the same person, and as, by agreement, the rate on non-tariff business may be so graded as to practically allow a higher rate than the legal percentage on the tariff business, the enforcement of the present rule and the conviction of offenders under it is impossible. No examination of the books of account, or investigation of the facts of a case, by your committee can result in convicting a member of a violation of the rule.

We, therefore, with a full appreciation of the difficulty of making new laws on the subject of rates of commission and brokerage, recommend the enactment of a law limiting the commission on non-tariff risks, even though the maximum might be a higher rate than some companies would desire to pay. The fixing of such maximum rate would enable the committee, on an examination of the books of an accused member, to determine whether a law had been violated or not. Your committee also recommend the adoption of the following:

Resolved, That when any member shall be found guilty of violations of the rules or rates of this association by the committee on grievances, such committee may in its discretion impose a fine not exceeding fifty dollars for each and every offense, or may, in case they regard the action of the accused member as willful and inexcusable, expel him from membership in this association; and in case their verdict shall be in favor of expulsion, such member shall, upon the rendering of such verdict, be thereby expelled without further proceedings, subject, however, to appeal in case of expulsion or fine, to the committee of twelve to be selected by ballot, as provided for in the resolution adopted by this association, October 11, on the recommendation of the committee on grievances. In case any member is found guilty of issuing any policy or renewal at less than the tariff, he shall, in addition to any fine or other penalty imposed, be required to cancel the policy and shall remain off the risk for twelve months.

Your committee further recommend that the resolutions adopted by the association on the 11th inst., and the resolutions recommended for adoption in this report, in case the same are adopted by the association, be promulgated to all members in print simultaneously with the promulgation by the secretary of the association of other rules and by-laws, as already provided for, and that each member to whom the same are delivered be requested to acknowledge their receipt in the following form:

To.....

Secretary of New York Tariff Association.

DEAR SIR:—I acknowledge the receipt from you of a printed copy of the rules of the New York Tariff Association, together with the adopted report of the Committee on Grievances, and I hereby acknowledge the binding force and effect of my pledge to the Association already given, and subscribe my assent to the resolutions and rules referred to, agreeing to be bound by the same till such time as the president or secretary shall have been served with written notice of my withdrawal.

.....

Your committee in the course of their investigations have received numerous intimations from members of suspicions on their part as to the good faith of other members, but in no instance have they succeeded in inducing a member to name the party suspected or to bring before them a charge for investigation. The result is a want of confidence in the value of the association, which must result disastrously to it unless all suspicions of bad faith are dismissed or thoroughly investigated. No association can long outlive the mutual confidence of its members. It is believed by your committee that most of the apprehensions of members as to the disloyalty of other members would prove groundless if investigated, and your committee desire to impress earnestly upon all members of the association the duty either of refusing to believe all reports and all alleged bad faith on the part of associates, or of promptly employing the services of the committee on grievances for such investigation by them as shall result in the punishment or vindication of a suspected member.

The Co-operative Bubbles—"New Blood" Cannot Save Them.

(John M. Mott in Insurance.)

From the report made by the Supreme Council of the Royal Arcanum for the year ending December 31, 1881 to 1886, inclusive, the following facts are obtained:

Year.	Members.	Deaths.	Death assessments paid by the average member.
1881	33,330	188	$17 12
1882	40,390	230	17 50
1883	47,744	307	18 87
1884	53,811	352	19 55
1885	60,957	430	20 73
1886	70,823	522	21 79

Death assessments do not include the quarterly dues.

The infusion of "new blood" during the last five years to the extent of 112½ per cent. of the membership in 1881, when its first official report was made to the Massachusetts insurance commissioner, has not prevented an increase of 177 per cent. in the number of deaths in 1886 over those of 1881; nor an increase of 30 per cent. in the ratio of deaths to members; nor an increase of 27½ per cent. in the amount of yearly assessments paid by the average member.

"New blood" can not prevent advancing ages, development of latent diseases, and increasing death, from yearly advancing the amount of death assessments; nor long prevent this momentarily popular fraternity from being numbered with the dead societies. In fact, its dying condition is

fully disclosed by the sworn reports made by its Supreme Council.

Some of its former members have already organized new societies "on a solid basis" as a "cheap" place for supposed insurance for the healthy members of the R. A., when the inevitable time arrives for its collapse.

(From the Coast Review for October.)

FAILURE OF THE UNITED FRIENDS OF THE PACIFIC.—A little over a year ago the United Friends of the Pacific had 6,000 members. The order was free from debt. The officers presented the financial statement "with pride." To-day the order no longer exists, and it leaves $115,000 of unpaid claims. This sudden fall from prosperity to bankruptcy and dissolution occurred within fifteen months.

What effected this disastrous failure? Dishonesty—embezzlement? No Mismanagement? No. What then? A high death rate. The order had practically ceased to grow, as the A. O. U. W. has in this state. The inevitable consequence was a rapid increase in the death rate. The young and healthy members withdrew as the assessments increased, and the assessments increased as they withdrew. The membership fell away one-half within a year, and then came the *denouement.*

It was at first stated that there were $80,000 of unpaid claims, but this was denied. The actual liabilities were admitted by the officers to be $53,000. The real facts were concealed, in the hope that the order might pull through; but now that nearly all the councils have withdrawn, and the order is beyond the hope of restoration, it is confessed that the unpaid claims amount to $115,000, with only $8,000 in the treasury. Suits have been entered against the order, but of what value is a judgment against a co-operative, dead or alive? If the fifty-five or sixty claimants will assign their claims to one party, who will bring suit against the members individually, something may be accomplished. Perhaps three thousand or more members are liable, with an average indebtedness of $40, each. Such an amount will warrant legal proceedings, if all the claims can be brought as one by the assignee.

It is interesting and suggestive to review the proceedings of the fifth grand council of the United Friends, held in San Francisco in May, 1886. The grand councilor says that the collection of the "heavy *per capita*" of $1.50 to pay back debts, in 1885, caused much warm, unfavorable discussion, and many of the brother-loving hunters of cheap insurance withdrew. But all the obligations were met, and money was left in the treasury. In reading this report it seems scarcely possible that the order could miserably fail in a year. For example: "Our financial affairs being in such excellent condition," and "the financial business of the year is such that we present it with pride."

If a large and prosperous order can fail and dissolve within a few months, as this order did, what co-operative member—workman, knight, or bankers and merchant—can have any reasonable assurance that his own order or association will not likewise break within a twelve-month. He cannot console himself with the thought, on his death-bed, that his certificate will be paid, for however "sound" the society at his death, it may be insolvent before his widow's claim can be attended to in the routine of business.

The grand councilor of the United Friends of the Pacific said: "Something more than has been done during the past two years must be done in the coming year to increase our membership. It is imperative that a sufficient number of new members be added to make up for lossess of all kinds, otherwise our assessments will increase. The new members were added; while there was no growth there was no decline of the order; to meet the annual waste was not enough. The assessments continued to increase, not because of careless or criminal medical examinations, not because the membership decreased but because the average age increased. As soon as the assessments became burdensome and alarming, and not until then, the membership began to fall away. The alarm degenerated into a panic, and the order failed.

Next!

(From the Coast Review for October.)

THE ANCIENT ORDER OF UNITED WORKMEN.—This modern order or hat-passing insurance company has fallen on evil times in California. From January 1 to July 1 the membership in the state fell away 836. If the most active canvassing for new members had not been employed, the decline would have been far greater. The actual withdrawals were in the thousands. It has long been known that there was trouble in the Workmen's camp in this field, owing to the increasing death rate, but we did not suspect the trouble was so serious as this decline in membership indicates. Since 1880 the death rate has increased nearly 100 per cent., rising from six to eleven per thousand. With the practical cessation of growth in this field, three or four years ago, the average age of the membership began to rise, until to-day it is forty-one years. The death rate has increased accordingly, thus verifying the predictions of the old-line advocates. The average age of the co-operative membership will increase, and with additional age there is greater mortality. The Grand Medical Examiner will not admit this, of course, but the death rate of eleven per thousand last year has forced him to admit, despite his interests, that "something is wrong."

The present year has brought no relief to the distressed order in this state. The death rate is higher and the membership is diminishing under the mortality pressure. Twenty-one assessments have been levied since January 1, the most ever yet levied for the same period. The annexed association, the Workmen's Guarantee, has had equally bad fortune. Temporary insurance of a far better character could be purchased of the old-line companies for less money.

Special Notices.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued without medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

The Brooklyn Life Insurance Co.
OF NEW YORK.

WM. M. COLE, PRESIDENT.

The Business of the Brooklyn Life is Conducted on Principles of Economy and Equity.

OFFICE 51 LIBERTY STREET, NEW YORK.
WILLIAM H. WALLACE, Vice-Prest. WILLIAM DUTCHER, Sec'y.

CHARTERED 1720.

The London Assurance Corporation

EASTERN DEPARTMENT:

GEORGE H. MARKS, - - - Manager,

69 Wall Street, New York.

WESTERN DEPARTMENT:

CHARLES LYMAN CASE, - General Agent,

161 La Salle Street, Chicago.

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,458 52
Surplus	1,227,426 40
Total January 1, 1887	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.
JAS. M. BARKER, Vice-Pres. JAS. W HULL, Sec'y and Treas.
Agencies in all the principal Cities of the United States.

QUEEN

INSURANCE COMPANY.

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.

(ORGANIZED IN 1850.)

261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.

C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. cc'y

WM. T. STANDEN, Actuary

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

Sun Fire Office of London, England

J. J. GUILE, U. S. MANAGER,

OFFICE, 30 NASSAU STREET, NEW YORK.

CHARTERED 1880. ORGANIZED 1881.

New England Fire Insurance Co.

OF RUTLAND, VT.

L. W. REDINGTON, Pres. C. PARMENTER, Sec.

The only Stock Fire Insurance Company in Vermont.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.
After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*
Cash loans are made to the extent of 50 per cent. of the reserve value where valid assignments of the policies can be made as collateral security.
Losses paid immediately upon completion and approval of proofs.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

Liverpool & London & Globe Ins. Co.,

ESTABLISHED, 1836. ENTERED UNITED STATES, 1851.

NEW YORK OFFICE:
WILLIAM & PINE STREETS.

NEW ENGLAND, NEW YORK, PENNSYLVANIA, OHIO, INDIANA, KENTUCKY, TENNESSEE, ARKANSAS, MARYLAND, DELAWARE, DISTRICT OF COLUMBIA, VIRGINIA, WEST VIRGINIA, NORTH AND SOUTH CAROLINA,

H. W. EATON, Resident Manager.

CHICAGO OFFICE:
124 LA SALLE STREET,

ILLINOIS, MICHIGAN, IOWA, WISCONSIN, MINNESOTA, MISSOURI, KANSAS, NEBRASKA COLORADO, DAKOTA, MONTANA, UTAH, WYOMING, AND NEW MEXICO.

WILLIAM WARREN, Resident Secretary.

NEW ORLEANS OFFICE:
Corner CARONDELET AND GRAVIER STREETS.

LOUISIANA, MISSISSIPPI, ALABAMA, GEORGIA, FLORIDA, TEXAS.

HENRY V. OGDEN, Resident Secretary.
CLARENCE F. LOW, Assistant Secretary.

SAN FRANCISCO OFFICE:
422 CALIFORNIA STREET.

CALIFORNIA, NEVADA, OREGON, ARIZONA, WASHINGTON TERRITORY, IDAHO

CHARLES D. HAVEN, Resident Secretary.

Penn Mutual Life Insurance Co.

OF PHILADELPHIA.
INCORPORATED IN 1847.

ASSETS, - - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: {1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.: Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L HALSEY, Second Vice-Pres., H. B. STOKES.
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,888,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,328 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,974,856 98
Total cash assets, Jan. 1, 1887	$5,230,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annua Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L. BATES, - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,780,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, NOVEMBER 5, 1887. NO. 19.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

IN the letter of our Concord correspondent will be found a resumé of the insurance legislation in New Hampshire this year. The legislature has been in session a long period—ever since the first day of last June, and at the moment of this writing it has not yet adjourned, and it has therefore had a plenty of time for mischief, and considering the disposition of so many of its members, the positive evil it has done is small. and the greater evil is purely of a negative character. It did not repeal its valued policy and anti-compact legislation of two years ago, and leaves the people to struggle along for another two years without an adequate supply of proper insurance, and exposed to the chances of great calamities which cannot be repaired by indemnity from without. However, aside from the incorporation of a fresh swarm of small local companies, most of the bad bills were killed and one especially bad, which opened the door to the admission of co-operatives to pillage the public, was defeated, after a struggle which brought to the surface a show of more sense than we supposed existed among the New Hampshire statesmen who represent their back-woods and villages in the legislature. The demonstration encourages the belief that the entire legislative lump may be leavened in 1889, and a common sense view may once more prevail, of the fire insurance question.

WHAT ought to be thought of a property-owner who pays premium for insurance against fire in a company, the name and location of which is denied him, to an agent of whom he knows nothing and hears of only through the medium of a circular sent through the mails? Probably no sensible person would readily believe that such an idiot exists. And yet it is not only true that he lives, and breathes and gibbers but that there are hundreds like him. They dwell, according to a press dispatch, in Northern Michigan and Wisconsin, and are actually well to-do farmers and merchants. Agents in New York, Philadelphia and Chicago have been flooding that locality with circulars "offering to take any and all risks refused by other companies, at any rate obtainable, and as rates in regular companies are high, these sharpers have succeeded in writing up a large amount of insurance. (?) They refuse to give the names of their companies until the premium is paid, and the policy issued. Policies have been written in nearly every city and town. The fraudulent insurance amounts to many hundreds of thousands of dollars, and the swindle is one of the boldest and most cleverly planned of any ever executed." So says the despatch. We should take exception to the statement that any cleverness was necessary to carry out such a scheme. Given a community of imbeciles and the clumsiest swindler finds his work already cut out for him. It seems that a fire at Ironwood, Mich., has led to the exposure of these fraudulent transactions. The burned out merchants want $60,000, indemnity, for which they paid premiums and hold policies of such companies as the Lincoln of Nebraska, which has just failed. They will never see the indemnity, the promise of which they bought so cheap, and thus defied the "monopolists." Michigan is the state in which a law was passed this year, prohibiting fire insurance companies from combining to maintain adequate rates. Little wonder that with such constituents, legislators make such laws.

WE have received a letter from A. H. Warley & Co., of New Orleans, who are managers of the southern department of the Northwestern Mutual Fire insurance company, of Wahpeton, Dakota. The letter states that "a copy of your journal of October 22, has just been handed us," and concludes by expressing a trust that we will look into the financial standing and unquestioned solvency of the Northwestern Mutual and rectify the injury our former article is calculated to bring upon the company. This we gladly promise to do, and hope that Messrs. A. H. Warley & Co. will give us their assistance. Perhaps they imagine they have done so in saying that its solvency will be vouched for by Dun's Commercial Agency, and banks at Wahpeton. They send us an extract from what purports to be Dun's report, and which reads: "It has a net surplus of over $200,000. Its prospects are A1, and they are doing a large conservative business. It has paid losses aggregating over $30,000, and said losses are all paid." The financial acumen of this endorsement is only equalled by the carefulness of its grammatical construction. It is gratifying to know that "the said losses" it has paid are all paid, but we cannot be led to believe in that surplus. We do not think A. H. Warley & Co. believe in it, either, because they publish what purports to be the result of an official examination by the Wisconsin insurance commissioner who, on August 12 last, gave the entire assets of the company at $207,522. We are obliged to say that we do not take any stock in either of these endorsements. That of Dun's is absurd, while that of the insurance commissioner of Wisconsin betrays an ignorance of the state laws which we do not think can be charged to Commissioner Cheek. The auditor's report, of Dakota, November 1, 1886, had nothing but a name to give the company. It was not doing business in Minnesota, an adjoining state in March last when the insurance report was issued, but we find it in the South with a "department," comprising the states of Alabama, Louisiana, North and South Carolina and Tennessee. These are all, including the commercial agency and department certificates, strong indications of a wild-cat, and that is what we believe the Northwestern Mutual fire insurance company, of Wahpeton,

Dakota, to be. And we promise A. H. Warley & Co., managers, that when we have learned the facts, they shall have them.

In the policy of every well regulated accident insurance company there is a clause reading somewhat after this fashion "this insurance shall not extend to any death or disability resulting from the taking of poison, or contact with poisonous substances." The intention on the part of the companies is plainly to protect themselves against intentional suicides on the one hand and on the other against poisoning of the surface of the body alone or of the general system through the skin by any of the many drugs and poisonous substances used in medicine and in the arts which are liable to come into contact with the surface of the body, in treating diseases or in carrying on ordinary occupations. Due provision does not seem to have been made by accident companies to avoid the payment of claims for death or disability resulting from such causes as have usually been regarded as disease processes pure and simple, and presumably for the very reason that it was not surmised that any claimants would appear basing a claim upon such diseases. It is not always an easy matter for the layman to make the distinction between an accident and an accidental disease, and it is sometimes hard for one who has no stockholder's interest in an insurance company to see the difference between accidents and accidents; that is, those accidents which are insured against and those which are not. There must be a line drawn, and that line the accident companies have made an attempt to draw, and an effort to make clear and decisive but they have failed. By a recent judicial decision the disease known as authrax or malignant pustule is made an accident, and one covered by an accident policy which excludes death by poisoning. The case was one, according to the Philadelphia *Medical Times*, in which a man employed in handling hides had become poisoned, and died from the result of "a putrid animal substance on the exterior of the body working inwardly, and usually communicated from the bodies of animals suffering from diseases of the hair." If covered by the insurance the accident must have been inflicted by "external violent and accidental means." Usually the sufferer from this disease is not aware of any injury having being inflicted upon him until sometime afterward. Where then do we find any violence? The same disease is sometimes communicated by the bite of a fly which has previously fed upon the "putrid" matter of the animal or the diseased animal's hide. In such a case the fly bite might be regarded as violence—of a not very violent nature. Erysipelas has usually not been regarded as insured against by accident companies unless as the result of a severe injury which of itself would cause "total disability." Erysipelas without previous accident would appear to be as much insured against as malignant pustule, and many other accidental diseases, if we may so call those which result from external causes, will be so considered by policy-holders unless a new clause be added to the contract or the existing clause be made still more plain.

The Chicago *Argus* has also joined the ranks of the illustrated, and the October number contains portraits and sketches of those representative Chicago underwriters, Messrs. Bissell, Case, Chard, Harding, R. J. Smith and Warren, and also of the late William B. Cornell.

The Fire Insurance Reserve.

It would seem to be obvious that before we can decide the question of the proportion of the premiums upon unexpired risks which a fire insurance company should have on hand at any given time, we must agree upon the purpose for which the unexpended portion is held. There are three differing views of this purpose. One is that it will be required to pay the losses upon unexpired risks—to carry the contracts for which it was received to expiration. Another is that it is to enable a company at any given time to reinsure its risks in another company. Still another view is that its purpose is to prevent a company from expending money that it has not earned; that a premium paid is a trust committed to the company, which can only be relieved of that trust by returning the money.

We think that a careful study of the laws of the various states and a reading of the discussions of the question had at various times, will bring us to the conclusion that there has been, all along, this same confusion of ideas concerning it, and that our legislators have endeavored to reconcile the various views in the laws regarding it.

There can be little doubt that New York holds to the trust theory, though it did not always do so. It makes the unearned premium a preferred claim, and thus shelters it from any chance of loss. It deals with it all through as a fund in the hands of the corporation but not belonging to it.

The law of Massachusetts is very different, and the reserve, or unearned premium is computed upon a different basis.

There seems to be no good reason why the reserves or unearned premiums in fire insurance should not be what they are in life insurance, the amount needed to carry the contract to maturity. Nor do we think it would be impossible to ascertain what that amount is nearly enough for all practical purposes of solvency. Clearly it does not bear the same relation to the whole premium that the unexpired portion of the time does to the whole time for which the contract is written. As clearly it does not bear any relation whatever to the premium charged. While the premium is the underwriter's estimate of the cost of risks, plus expenses and profits, it may be, and often is, ridiculously inadequate for these purposes. It should bear some relation to the amount and character of the risk.

We therefore welcomed the discussion of the question which Mr. Notman had started, but which he does not appear to be anxious to continue.

The following table, showing the legal unearned liability of companies reporting to the New York insurance department for ten years, the losses of the year for which the reserve is computed, and the remainder, may be interesting in this connection:

Year.	Unearned.	Losses.	Remainder.
1877	$26,576,000	$22,582,000	$3,994,000
1878	24,276,000	18,000,000	6,276,000
1879	22,234,000	20,502,000	2,732,000
1880	23,069,000	21,209,000	1,860,000
1881	25,082,000	23,498,000	1,584,000
1882	27,611,000	25,824,000	1,787,000
1883	29,151,000	28,858,000	293,000
1884	33,554,000	32,228 000	1,326,000
1885	37,083,000	32 313,000	4,770,000
1886	40,072,000	32,857,000	7,215,000

In no one of the last ten years did the entire losses of the year equal the reserve upon unexpired risks. These losses, of course, include the losses upon business written during

the year. At the present time the law compels companies doing business in New York, to hold a reserve of forty-four millions of dollars to protect a loss rate of thirty-three millions. At the beginning of this year the reserve was forty-four millions, while the premiums of last year were only sixty-one millions, the reserve being equal to seventy-two per cent. of the annual premium.

If this is necessary for any purpose, well and good. But let us look at that question. To protect their contracts these companies held assets to the amount of $164,000,000, or enough to pay their losses for the next five years. They have a surplus nearly as large as the reserve, besides sixty millions of capital. It cannot be pretended that their policy-holders were in any danger of loss from their inability to fulfil their contracts. It cannot be doubted that for any insurance purposes this reserve was, in the aggregate, at least fifteen millions of dollars in excess of the actual requirements, and being so it is a legislative obstacle in the way of free competition in insurance, increasing unduly the cost of indemnity. How long are we going to keep it up, and in what way is relief to come, are the questions to which answers are desired.

Facts and Opinions.

Two things happened to the American-Exchange Fire this week, the official report of its examination by the New York insurance department was made public, and its board of directors voted to wind up its affairs, re-insure its outstanding risks in the German-American, and retire it from business. The official examination exposed an impairment of the capital. The following was the report of the examination rendered to Superintendent Maxwell, by the official examiners, Messrs. Shannon and Horan:

Statement showing the assets and liabilities of the American-Exchange Fire insurance company, on September 30, 1887, to wit:

Assets.	
Loans on bond and mortgage	$6,000 00
Real estate owned by company	13,000 00
$105,000.00 U. S. 4 per cent. bonds	130,856 25
$20,000.00 U. S. 4½ per cent. bonds	21,650 00
$2,000.00 Western Union Tel. bonds	2,340 00
$10,000.00 Oregon Short Line, first mortgage bonds	9,700 00
$20,000.00 N. Y. Mutual Gas Light Company's stock	18,000 00
$10,000.00 American-Exchange National Bank stock	14,250 00
Collateral loans	6,800 00
Cash in bank and office	3,804 29
Accrued interest	262 29
Uncollected premiums written within three months	5,210 08
Total assets	$231,872 91
Items not admitted, uncollected premiums more than three months due	4,192 80
Liabilities.	
Unpaid losses	$3,551 51
Unearned premiums	32,088 47
Due for borrowed money	4,000 00
Total liabilities, except capital stock	$39,639 98
Capital stock	200,000 00
	$239,639 98
Impairment of capital	7,767 08

It is well known that Mr. R. D. Alliger and his friends have been making an effort to purchase a majority of the stock of the company, and re-organize it for further business, Mr. Alliger to be the manager, and therefore some surprise was manifested on the street when the vote of the directors to close up the company for good was announced. President Raynor in answer to an inquiry said, yesterday, that Mr. Alliger had had until November 1, to carry out his proposed arrangement. As he had not at that date done so, the directors proceeded to dispose of the company's affairs in the manner indicated. Mr. Raynor said that notwithstanding the impairment reported by the insurance department, the stockholders of the American-Exchange would receive par for their stock, the arrangement with the German-American being so favorable that there would remain a surplus for them, of not less than $10,000.

The time for the presentation of claims against the Charter Oak Life insurance company expired on Tuesday, November 1. The Hartford *Evening Post* supplies the following particulars as to the state of the litigation in which the insolvent is involved:

The date for the final presentation of claims against the company was postponed several months ago at the solicitation of the receivers, Messrs. Brooks and Stedman. The policy-holders, of course, have the right to appeal to the court for another extension, but it is not known by the receivers that such a thing is contemplated. The mortgage on the building in this city controlled by the company was foreclosed months ago. The mortgage is for $200,000 and there is upwards of two years' interest due on that amount. The right of redemption vests in the company until May, 1888. By that time the interest will amount to $28,000. The receivers have not given up the hope of selling the building for an amount in excess of the mortgage and the accrued interest. Whatever disposition is made of the property will have to receive the approval of the court before it can become valid. The receivers are simply officers of the court and act under its directions. The New York property is at present in the control of the receiver appointed by the courts in that state. The company maintains that the proceeds from the sale should be distributed from the home office to the claimants, all sharing *pro rata* in the amount. The New York state policy holders hold that the property owned by the company in New York should be distributed among them without reference to the policy-holders in other states. The question is now before the courts. The subject of a dividend has not been considered yet and nothing in regard to it will be done until after the first of May in 1888, when it will be known what disposition is to be made of the Charter Oak Life building here.

It has been thought that Russia offers a fertile field for life insurance labor, and some accounts which have been published of the business done there by a few local companies, have been very encouraging. The London *Post Magazine* has something to say on the subject in the following paragraph, in which the name of the New York Life is incidentally introduced.

A misunderstanding prevails in some quarters with respect to life insurance companies operating in Russia, especially as to the opportunities which that country affords for the transaction of life business. It is well to state that Russia is a protected country, hence arises much of the success of a few companies to which attention has been drawn. In order that a Foreign company may operate there it is compulsory that a deposit of 500,000 roubles (£50,000) be made with the government before permission will be granted for the transaction of business. The stringency with which this law is applied recently received a marked illustration. A merchant in Moscow who held the appointment of agent to the Leipzig Life Company was fined by the local authority 500 roubles (£50) the other day, and compelled to shut up the office which he used for the company's business; and although he appealed against this decision to the higher court, he could obtain no modification in the judgment, the higher court holding that all such agencies were illegal until a deposit has been made. The officials of the New York Life office have, we understand, gone fully into the question of Russian life business, and have satisfied themselves that they may safely enter upon it, and in order that they may be properly qualified they some time ago made the needful deposit, but we have not yet heard that they have commenced business. This circumstance recalls the fact that Fire companies of other nationalities who have operated direct in Russia have had unfortunate experiences with their officials, it being found difficult to get hold of a representative who did not look more after his own interests than those of his employers.

In the second session of the superior civil court at Boston, Judge Hammond, on Tuesday, the jury disagreed in the case of Noah A. Plympton *vs.* William F. Dunn. This was an action to recover on a promissory note for $552.90, dated May 15, 1886, and payable to the Penn Mutual Life insurance

company, indorsed to the plaintiff. The defendant in his testimony claimed that after he had agreed to take out a policy of $5,000 in the company and had given his note in suit, which represented one of ten annual payments, he discovered in the company's policy sent him, that, in answer to a question in the copy of the application annexed, he was made to say that neither he nor any of his ancestors or relatives had been subject to consumption or lung troubles, which was not the fact, and he further testified that he had never made any statement to the company's agent warranting such an insertion in the policy. This, the defendant contended, rendered the policy of no value, as he had had a lung trouble which fact would defeat the policy in case of death.

BY a railroad accident on Tuesday. Vice-President Gloninger of the City insurance company of Pittsburgh, was instantly killed. The sad event took place near Bessemer, Pa., on the Pennsylvania railroad and the circumstances, as related by a Pittsburgh paper, were as follows:

Tuesday, being All Saints' Day, is a holy day in the Catholic Church, and Mr. Gloninger left his home at Swissvale and attended early mass at the Wilkinshurg Catholic Church. He had some business to look after at Brinton, and as soon as the services was concluded he boarded an eastbound train. The latter only ran as far as Braddock, and when Mr. Gloninger reached that point he started to walk along the track to Brinton. It is supposed that on reaching a point on the road where the track passes through a narrow cut he saw a freight train approaching on the westbound track and he then stepped to the other track and was struck by the train referred to above. His skull was crushed, right arm broken, and left hand somewhat mangled. The body was picked up immediately after the accident, and as no person in the vicinity recognized it the railroad officials sent the remains to Trexler & Fullerton's undertaking rooms, on Seventh street. It was noon before the friends of the deceased were aware of his untimely fate. John R. Gloninger was one of the best known fire insurance men in the city.

A BUFFALO press despatch dated Thursday, says

A complaint was filed to-day in the suit of the Thames and Mersey Marine insurance company, limited, against Thomas G. Crosby and Lorenzo Dimick. The complaint alleges in substance that on January 8, 1883, the defendants were made general agents of the plaintiff's company; that Dimick had exclusive charge of the books and conducted the business, and concocted a plan for systematically defrauding the plaintiff. The plaintiff alleges that Thomas G. Crosby took no part whatever in any fraudulent acts of the defendant, Dimick, and had no knowledge of the same until long after their commission. The plaintiff demands $116,000 damages and costs.

IN the astronomical corner of the *Golden Gate* for November appears the following:

THE WEEKLY UNDERWRITER has unearthed a paper written by a French scientist to prove that meteric showers are responsible for many mysterious fires. THE WEEKLY UNDERWRITER should not have done this. The "rats nibbling matches" and the "tin pan reflection" excuses were getting so thin that they were gradually dropping into desuetude. Now we shall have over insured persons facing us with "'Scip me Moses, mine house vas sdruck mit a gomet!"

THE opening of the rooms of the Metropolitan Board of Fire Insurance Brokers, at No. 34 Liberty street, New York, on last Saturday afternoon, was attended by over three hundred persons, most of the leading New York fire underwriters being present, together with the members of the board. When the collation was served President Parsons introduced to the company in turn, Vice-President Mosenthal of the board, Vice-President Heald of the Home, Manager Hall of the Northern, President Yereance of the Alliance, Vice-President Moore of the Continental, and Mr. C. C. Hine representing the insurance press, and all these gentlemen made speeches of a congratulatory character. The board rooms will hereafter be open during the business hours of the day, and the exchange hour will be between one and two o'clock, P. M. A clerk will always be in attendance. The rooms will provided with the insurance publications and all necessary conveniences for consultation, study and writing, and altogether will supply a really "long felt want."

THE editor of a new London publication; *Insurance and Buildings Societies Journal*, utters a warning concerning Lloyds, which is doing more or less underground work in the United States. He says:

I see that the underwriters of Lloyds who continue writing fire risks have just had another heavy loss in America. I suppose, when the proofs of claim arrive, there will be the usual quibbling objections and endeavors to shuffle out of payment that have already so much injured the reputation of the corporation of Llyods' in the United States. The most responsible underwriters in the room now refuse to touch fire business at all, and they are wise; still brokers in America look the corporation as a whole, and believe they give perfect security to their customers with a Lloyds' policy. Perhaps they depend on the deposit that each member is supposed to have with the committee as their security for any legitimate claim, but it would be as well for them to understand that this deposit, when it exists can only be touched for the payment of the marine losses of the member depositing it. It is not available for fire business at all. The sooner the committee of Lloyds' prohibit members from dabbling in business they do not understand, if it is not possible to compel them to act honorably up to their contracts, the better for the reputation of the corporation.

AT a meeting of a special committee of the marine underwriters of New York interested in insuring cotton, cable despatches were submitted from London stating that at a meeting of all the London and Liverpool Marine insurance companies it was decided at once to communicate with all cotton exchanges in the United States urging that a strict watch be kept over vessels loading cotton, and that in default of this steps be taken largely to increase the rates of premium now charged. The *Journal of Commerce* says:

The action taken by the English companies was thereupon approved by the American committee, and it was resolved to recommend underwriters here to take steps toward the same end. The adoption of this course has become imperative for marine insurers owing to the disproportionate losses sustained by them from cotton fires during the present and previous seasons. The losses of last year were so excessive as to result in increase in the rates of premium for this season's business ranging from twenty to fifty per cent. Notwithstanding this fact the casualties reported this fall exceed all precedent. The fire losses on vessels in port within four weeks only already constitute a sum equal to more than half of all the premiums that will be received for insuring cotton for transportation to Europe during the whole current season.

A DESTRUCTIVE fire at Hackensack, N. J., on Thursday, revealed the presence of "fire bugs" in that enterprising village. The fire alarm system had been tampered with. When Chief Heath tried to sound the alarm it would not work, and he had to go to the tower and ring the bell by hand. The chief afterward made an inspection of the apparatus and found the plugs removed from both boxes and the battery in the rear building molested. On Wednesday morning a clerk in Lozier's butcher shop heard a noise in the rear office, and going there found a box of matches blazing on the floor. The village commissioners will make a rigid investigation.

THE trustees of the American Surety Company, at the instance of its president, made generous provision for the care of the late Lyman W. Briggs, after his mind gave away, until his relatives could care for him. Mr. John O. Bache, a personal friend of Mr. Briggs, writes an account of it to the Pittsburgh *Insurance World*, which reflects credit on the soul of the corporation. Mr. Bache observes that the only sin of which his friend was guilty, so far as he knows was "the over-taxing of a fertile brain."

THE American Surety Company has issued two brochures giving an account of some of its payments on claims and its pursuit and conviction of defaulters, lists of its agents throughout the United States and in Canada, and opinions of the press upon the company's work and of prominent public officials and insurance commissioners upon the scheme of corporate suretyship. The record is an interesting and suggestive one.

THE King insurance company has been registered in London to carry on all kinds of insurance, except life insurance, and in particular fidelity, employers liability, third party risks and ordinary accident insurance in the United Kingdom, "and elsewhere." The proposed capital is £100,000. The signatories, or incorporators as we should call them, do not appear to be heavy weight. Look out for the King.

A SUIT has been brought by District Fire Engineer Cheswell of Boston, against H. W. Bigelow and Edward O. Homes, business men of that city, for leaving their hoistways and elevator wells open and unprotected, whereby a fireman fell through, a distance of two stories, upon the occasion of a fire in the building occupied by the defendants.

AT the suggestion of several actuaries Mr. D. P. Fackler has put in type a short handy table, used by him many years for finding the "Dec. 31st, reserves," when only the premiums and terminal reserves are known. Any actuaries who have not such a table already can obtain copies from him, gratis.

AMONG the slain by the attorney-general of Texas, is the Southern Fire insurance company of Dallas, Tex., an underground wild-cat, which announces its own death in an angry circular.

THE annual meeting of the Boston Board of Fire Underwriters will be held next Tuesday, when the question of suburban agents will come up, and officers for the year will be elected.

Insurance Legislation.

New Hampshire.

CONCORD, November 3,—Below is a resumé of the insurance legislation during the present session of the legislature:

BILLS PASSED.

To incorporate the Manufacturers and Merchants Mutual Fire insurance company.

To incorporate the Citizens Fire Insurance, of Dover.

To confirm and continue the organization of the Capital Fire insurance company.

To confirm and continue the American Fire Insurance Company, and to amend the articles of incorporation.

To continue and confirm the Mascoma Fire insurance company of Lebanon.

Providing for the taxation of fire insurance companies.

To amend chapter 173 of the general laws relating to insurance companies and agents.

To incorporate the City Fire insurance company.

To confirm and continue the organization of the New Hampshire Fire Underwriters' Association, with amendments reported by the committee.

To incorporate the General Stark Fire insurance company.

To incorporate the New England Fire insurance company of Manchester.

To incorporate the Indian Head Mutual Fire insurance company.

In relation to the American Manufacturers Mutual Fire insurance company.

In relation to the Home Manufacturers and Traders Mutual Fire insurance company.

In relation to the Ætna Mutual Fire insurance company.

In relation to the State Fire insurance company.

To incorporate the White Mountain Mutual Benefit Association.

Further defining the duties of the insurance commissioner, with amendments. The bill requires the investigation of causes of fires, etc.

To continue and confirm the organization of the Guaranty Fire insurance company.

To incorporate the Portsmouth Fire Association already organized and doing business. Capital $50,000 with liberty to increase to $500,000.

To incorporate the Manchester City Fire insurance company, already organized and doing business. Capital $50,000 with power to increase to $500,000.

BILLS KILLED.

In relation to assessment life insurance companies. The bill excluded foreign assessment companies from the state. Reported inexpedient to legislate, and adopted.

In relation to life insurance companies. Reported inexpedient to legislate and adopted. (The anti-tontine and non forfeiture bill.)

Amending chapter 174 of the general laws relating to Foreign insurance companies. Reported inexpedient to legislate, and adopted.

Authorizing the Mutual Reserve Fund Life Association of New York (Mr. Harper's company) to transact business in New Hampshire. Reported inexpedient to legislate and adopted.

To incorporate the Monadnock Fire insurance company. Reported inexpedient to legislate. Report adopted.

To prevent over insurance and consequent incendiary fires. This bill was printed in THE WEEKLY UNDERWRITER of July 16. Reported inexpedient to legislate and adopted.

In relation to the returns of the fire insurance companies. Reported inexpedient to legislate and adopted.

In relation to insurance. The bill allowed fire insurance companies to issue valued or indemnity policies at the option of the insured. Reported inexpedient to legislate and adopted.

Relating to the assessment of property for insurance purposes. The bill was printed in THE WEEKLY UNDERWRITER of July 16. Reported inexpedient to legislate and adopted.

Relating to dividends of Mutual fire insurance companies. Passed by the house, non-concurred in by the senate.

Relating to the Exeter Fire insurance company, indefinitely postponed.

Relating to fire insurance and the insurance commissioner. This bill modified the valued policy law, and was printed in THE WEEKLY UNDERWRITER of July 9. Upon this bill there was a minority report, but the majority report recommending indefinite postponement was adopted.

The bill to provide a standard form of policy was referred to the judiciary committee, but has not, and probably will not be reported to the house. The bill was printed in THE WEEKLY UNDERWRITER of July 16.

There will be no more insurance legislation as an adjournment will probably be reached on Saturday.

Personals.

AGENCY APPOINTMENTS.

City of London Fire: W. A. Simpson & Son, Philadelphia, Pa., succeeding William Arrott.

Fireman's Fund: Arthur F. Nutting, Northampton, Mass.

Granite State of Concord: S. S. Taft, Palmer, Mass.; W. W. McClench, Chicopee, Mass.

Insurance Company of North America: Samuel H. Capen, Canton, Mass.

Liberty of New York: Clinton T. Baird, of Louisville, General Agent for Kentucky and Tennessee; Mollison & Dowdle, Oswego, N. Y.; Thomas Davis, Jr., Red Bank and Long Branch, N. J.; Thomas & George P. Edgar, New London, Conn.; Marsh, Merwin & Lemmon, Bridgeport, Conn.; Fell & Darrah, Trenton, N. J.; George Rigg, Burlington, N. J.; J. W. Dulles, Philadelphia, Pa.; J. Mason, Vineland, N. J.; R. S. Clymer, Woodbury, N. J.; Hart Brothers, Nashville, Tenn.; Reno & Johns, Pittsburg, Pa.; W. S. Hotchkin, Binghamton, N. Y.; J. Bayard Kirkpatrick, New Brunswick, N. J.

Newark Fire: William S. Vittum, Haverhill, Mass.

National Fire of Hartford: William Lincoln & Co., Warren, Mass.; Charles B. Wheelock, Newton, Mass.

New York Life: Fred Webber, Pittsfield, Mass.

Pennsylvania Fire: Charles W. Holden, Boston, Mass.

Phœnix Mutual Life: P. W. Wylie, general agent for Western Pennsylvania with headquarters at Pittsburgh.

Messrs. Drewry & Drewry of Chattanooga, have been appointed Tennessee state agents of the Mutual Benefit Life of Newark, succeeding William Morrow of Nashville, who retires from the life insurance business. Messrs. Drewry & Drewry have been for several years general agents for the Northwestern Mutual Life in Georgia and Tennessee, and now resign that position to take the state agency for the Mutual Benefit Life.

Mr. A. Willard Damon, secretary of the Washington Fire and Marine of Boston, resigned on Tuesday last on account of sickness in his family. Mr. S. A. Ranlett of the Neptune Fire and Marine has been elected to the vacancy, while Inspector William W. Case of the inspector bureau of the Board of Fire Underwriters has been appointed to the position made vacant by the change of Mr. Ranlett.

Mr. John R. Gloninger, vice-president of the City insurance company of Pittsburgh, the circumstances of whose violent death are mentioned in another column, had been connected with the company since 1870 and was its virtual fire manager. He was secretary several years and upon the death of Vice-President Grace two years ago he was elected to the vacancy.

Mr. William T. Lane, formerly secretary of the Nassau Fire insurance company of Brooklyn, was elected at a meeting of the board of directors president of that company to fill the vacancy caused by the recent death of Mr. B. Jones. Mr. Thomas M. Harris was also elected at the same meeting to the secretaryship of the company.

Mr. Z. P. Clark, recently with the San Francisco office of the Commercial Union, has been elected secretary of the Anglo-Nevada, succeeding C. P. Farnfield promoted to the vice-presidency.

Mr. Joseph L. Dantorth, president of the Louisville Board of Underwriters for twenty years, died of Bright's disease last Saturday, aged sixty-seven years.

Mr. D. W. C. Skilton, secretary of the Phœnix of Hartford, has met with a bereavement in the sudden death of his son Mr. Jack L. Skilton.

Miscellany.

The New York Tariff Association—The Proposed League with the Board of Brokers.

The New York Tariff Association held a meeting on Tuesday, when the committee on grievances presented the following report on a plan to limit brokerage on non-rated risks and a business alliance with the brokers:

We recommend that on all risks taking effect on and after . next, the brokerage on non-tariff business be limited to . per cent., and that all then existing arrangements of members as to branch offices be reported to the committee on grievances with all the facts connected therewith; that said committee shall determine the legitimacy or illegitimacy of such arrangements, and if they decide by a vote of five-sixths of their number that such arrangements are at variance with the spirit of the rules of this association, such arrangements shall be immediately discontinued, subject, however, to an appeal to the committee of twelve, to be chosen by ballot, as explained in circular 33, series 6, and a vote of three-fourths of such committee of twelve shall be final. No branch office or other arrangement on terms of compensation differing from those provided for in this resolution shall be established or made by any company until after the same has been referred to and approved by the committee on grievances by a five-sixths vote, subject to appeal to the committee of twelve, whose decision, by a three-fourths vote, shall be final.

In view of the fact that it is reported that members have made agreements with brokers or other persons to cover a period of anticipated legislation on the subject of brokerage, we recommend that each member be required to state in writing, on or before . . next, whether he has made such agreements or not, and whether or not he will agree not to make such agreements between that date and the. . . following, and in case he admits having made such agreements, he shall be required to cancel them on terms which shall not in any way affect or have reference to future business to be received from the party with whom the agreement is cancelled. In case any member shall refuse to cancel such agreement, or to give assurances that in the interim between . . and he will not make any such arrangement, the committee on grievances shall give notice of the fact by circular forwarded to each member, and the matter shall be a special order of business at the next meeting of the association. It is recommended that the purchase of a broker's business by a member be regarded a violation of the rule.

In view of the fact that a tariff of rates becomes inoperative from the moment the policy of one member can be placed with an assured at a lower net cost to him than the rate named in the tariff, whether the reduction appear on the face of the policy or be made by the company or any other person in the form of a rebate, unless such rebate is uniformly allowed to all members, and of the further fact that the moment a rebate becomes uniform it is by that fact made unnecessary, and the more direct and common sense tariff is one of net rate, we recommend the adoption of a rule at the earliest day practically prohibiting rebates, whether by company, branch manager, broker or other person. If the rebate be not uniform, one member will have an advantage over another. If the rebate be uniform, there is no need of one. Your committee recognize, however, that the co-operation of brokers is essential to enforcing the prohibition of rebates, and is also desirable for the enforcement of rules and correct practices. We therefore recommend the appointment of a committee to confer with the brokers with a view to securing co-operation at their hands on a platform which will recognize the important principles of the business and the respective rights of both parties. It is believed by your committee that with such co-operation on the part of the brokers, the membership of this association can be increased so that all risks can be rated and the brokerage reduced to a proper figure. We further recommend that in case such co-operation is secured, the committee on grievances be increased to eight members, two of whom shall be selected from the brokers, and that the committee of twelve selected by ballot be selected in the following manner: three members from the Foreign companies, three from the local companies, three from the agency companies and three from the brokers, or one-fourth from each class.

Your committee further recommend that a special committee of six be appointed to prepare rules and limitations for regulating branch offices, with power to invite to their meetings for conference any members of this association having branch offices. The managers of branch offices shall be held to the same rules as to rebates as members, and violations by them shall be held to be violations by the member they represent. In case any member or his branch manager is found by the committee on grievances to have violated the rule as to brokerage or rebate, notice of the fact shall at once be sent to all members, and such member and branch manager (if not expelled) shall be suspended from membership; and until re-instated by a vote of three-fourths of the members of the association no member shall exchange business with or accept risks from or place risks with or for such suspended member of branch manager.

After a prolonged discussion of the report, the associa-

tion finally agreed upon the following resolution, and the committee on grievances was instructed to carry out its pro-provisions:

Resolved, That this association is prepared to arrange with the Metropolitan Board of Brokers on the basis of a preferential rate of commission, provided the terms of membership in the board be so modified that all brokers of good character can become members thereof and this association is prepared to do what it can under such circumstances to protect the members of that board, it being understood that tariff companies shall in all cases have the first option of risks controlled by members of the board, and the committee on grievances is authorized to negotiate with the board on this basis, provided members of such board agree they would not receive from any company, whether members of the Tariff Association or not, any higher rate of commission than that paid by members of the Tariff Association.

The negotiations between the committee and a committee of the broker's board have been going on industriously during the remainder of the week.

A Quarter Century's Progress of Life Insurance.

In the October number of the *Journal of the Institute of Actuaries* appears a translation of an article on this subject by Marco Besso in *Le Moniteur des Assurances.* The period covered by the examination is from 1859 to 1883. The following are extracts:

On the continent, life assurance had made but little headway in 1859. The whole amount assured from the origin of the business—namely, from about the beginning of the century—was not then equal even to the sums at present assured in one single year. The policies in force on the continent in 1859, representing 745 millions of francs, were scarcely more than one-half of the new policies issued in 1883, namely, 1,233 millions of francs. And yet it can be truly stated that the number of persons now assured on the continent is not equal to five out of one thousand of the population.

Much therefore remains to be done; and we may remarks that the greater number of individuals now assured belong, to the middle-class, a fact easily ascertained by examining the average sum insured in the principal countries.

It being proved, from the reports of the companies, that assurance policies for very large sums are rather rare, it follows that the extreme points in the scale of the amounts assured on each life are not far apart, or, in other words, that the inferior degree in the scale is yet rather high. In other words, again, the classes which stand in the greatest need of life assurance, or the working classes, are the very ones which at present avail themselves of it to the smallest extent. It is only in England, and only there during the last few years, that the working classes have largely availed themselves of life assurance, thanks to the propaganda of certain companies which have taken up this special branch of the business. The average amount assured is getting lower in England, in America, and partly also over the continent. This proves that the principles of the business are growing in favor more and more with the people; and the improvements constantly being brought about in its working cannot fail to win the daily increasing favor of the public.

Life assurance was carried on in 1859 only by proprietary companies, or by free mutual sociétie . It was at a later period, in England in 1865, and in France in 1868, that an attempt was made by Government to introduce the system of assurance by the state, notably for the benefit of the working classes. This trial has not proved successful; the number of policies issued in England by the Government up to the present time would not satisfy any private company, and the result is the same in France.

Private societies, both on the continent and in England, have likewise tried to introduce industrial assurance. It is only in England that, after a very precarious beginning, this branch of life assurance has spread to a large extent, and has even attained, during the last few years, proportions truly colossal. We have thought it desirable to separate the results of ordinary assurance from those of *industrial business*, because this last branch comprises in reality a different order of transactions. The truth of this assertion is sufficiently proved by the fact that the average amount of each assurance, which in England is of about £500 for ordinary assurances, does not reach £10 in the industrial business. The number of persons thus assured is over six millions, or nearly one-sixth of the entire population of the United Kingdom.

Similar assurances are granted by the state in France, but with some restrictions not freely accepted by the public, notably a probationary period of two years. Altogether the total amount of popular assurances now in force in the United Kingdom is 1,683 millions of francs (£67,320,000); the total amount of assurances by the state reaches only ten millions of francs, namely $\frac{1}{168}$ of the assurances in force in the private companies.

Denmark, however, where a state assurance scheme is also established, forms an exception. This scheme, initiated in the first half of the present century and reorganized in 1871, works admirably well, and is a serious rival to the private companies, owing to the low scale of premiums (at the age of thirty the annual premium is only 2.04 per 100) and to the very favorable conditions of assurance. The amount assured by the state in Denmark represented at the end of 1883 the sum of 53,284,000 francs, or 26⅔ millions for every million of inhabitants, while in England the state assures only 277,000 francs for every million of inhabitants (proportion 1: 100), and in France only 27,000 (proportion 1: 1,000).

In the tables given hereafter life annuities have been omitted, because those transactions belong to the category of provident assurances only in a selfish sense.

For every kind of comparison and deduction to be drawn from the figures in the following tables, we refer the reader to the tables themselves, namely: 1. Number of life assurance companies in existence at the end of each year. 2 New sums assured annually. 3. Total sums assured in force at the end of each year 4. Assurance funds at the end of each year. 5. Approximate number of policies in force. 6. Average sum assured on each life. (These six tables were given at the close of the article.)

But it is necessary to state that the figures given in the tables do not represent the assurances in force in each country respectively. There are countries in which life assurance is in a great measure worked by Foreign companies, and there are others in which companies find the greatest portion of their business abroad. Thus, a number of French companies reap a large harvest in Belgium, in Holland, in Switzerland and in Italy; while German companies work the same countries, besides Scandinavia, Russia and Austria-Hungary. The Trieste companies obtain important business in Italy, and the English companies are at work more or less in every part of the continent and in several colonies. Yet, as a natural supposition, it may be assumed that the assurances completed by Foreign companies in France, Germany and Austria-Hungary are about equal to the assurances granted abroad by the companies of those three countries. As for Russia and Italy, as well as states of secondary importance, there is no doubt that the assurances in force in those countries are much above the figures given in the tables; in other words, the number of lives and the amount of capital assured are of much greater importance than would appear according to our statistics. Italy, for instance, is credited in our tables with scarcely one-half of the assurances really in force, and it is very much the same with Russia.

We must state likewise that, notwithstanding all our researches, we have been unable to obtain all the particulars necessary to make this investigation complete. The figures to which the greatest reliance can be given are those referring to assurances in France, Germany, Austria-Hungary and Switzerland But the various English statistics we have consulted do not fully agree. The statistics for Belgium and Holland are somewhat incomplete, and for the other countries, such as Asia, Africa and South America, we have been unable to obtain reliable statistics; yet we believe that we are not very far from the truth when we affirm that the life assurance companies of those countries have not, so far, secured business of any importance.

The tables do not, therefore, profess to supply exact statistics as to the situation of life assurance in every country. Our aim has been rather to demonstrate the ever-increasing importance of this provident business, and to draw towards it the attention of economists, who, as a general rule, do not sufficiently study the question, in view of the public interest involved in it.

Our purpose, in giving the very respectable figures of the

State Life Assurance in Denmark, in opposition to the microscopic figures of state life assurance in France and in England, was to prove that the want of success of the state institution in those two countries is not to be ascribed to the want of popularity of life assurance itself, but to the working systems adopted by them.

The field in which life assurance can spread its wonderful advantages is so vast that private companies need not fear any decrease in their operations in consequence of the introduction of state assurance. In fact, assurance by the state and by private companies should work together, and bring us every day nearer to the greatest of all desiderata: that the life of every father throughout the world should be insured in favor of his wife and children.

Special Notices.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

THE HAMBURG-BREMEN FIRE INSURANCE COMPANY, of Hamburg, Germany, is the oldest German Fire Insurance Company in the United States.—Total losses paid in the United States exceed $5,000,000.

Applications for agencies should be addressed to the U. S. Branch Office, 62 and 64 Cedar street, New York.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual. and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,458 52
Surplus	1,227,426 40
Total January 1, 18 7	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.

JAS. M. BARKER, Vice-Pres. JAS. W HULL, Sec'y and Treas.

Agencies in all the principal Cities of the United States.

Providence-Washington Ins. Co.

PROVIDENCE, R. I.

STATEMENT JANUARY 1, 1887.

CASH CAPITAL		$400,000 00
ASSETS		1,025,803 91
LIABILITIES	Re-insurance Reserve	416,638 08
	Other claims against company	95,488 73
	Cash Capital	400,000 00
	Net Surplus	113,677 17
		$1,025,803 91

Manager Western Dep't, Holger De Roode, Chicago. General Agents for Colorado Nebraska, Wyoming and New Mexico, Packard & Wilson, Denver

Scottish Union & National Ins. Co.,

ESTABLISHED 1824.

No. 35 Andrew Square, Edinburgh, Scotland.
No. 3 King William Street, E. C. London.

United States Branch, Hartford, Conn.

M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

Lion Fire Insurance Company,

5 LOTHBURY, E. C.

LONDON, - - - - ENGLAND.

United States Branch, - - - - - - - Hartford, Conn

M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

THE UNITED FIRE RE-INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,085 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON	Chicago.
H. K. LINDSEY	Cincinnati.
E. W. CARPENTER	San Francisco.
HUTSON LEE	Charleston, S. C.
S. O. COTTON & BRO	Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 82
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

If Life Insurance Agents want an A 1 contract, with full general agent's renewal interest, direct from the HOME LIFE INSURANCE COMPANY, with exclusive control of good territory, in the Northwest or Western States, they will at once address,

EDGAR H KELLOGG, Superintendent,

CHICAGO, ILL.

The Fidelity & Casualty Co.,

OF NEW YORK.

Nos. 214-216 BROADWAY.

CAPITAL, $250,000.00. ASSETS OVER $600,000.00.

Issues Surety Bonds guaranteeing the fidelity of persons in positions of trust, such as Employes of Railroads, Banks, etc., also Administrators, Guardians, etc.

Issues Accident Policies, containing all modern features, at lower rates than those usually charged.

Also Plate Glass and Boiler Policies of approved forms and at low rates.

AGENTS WILL APPRECIATE THE ADVANTAGE OF DEALING WITH A COMPANY WHICH DOES MORE THAN ONE LINE OF BUSINESS.

OFFICERS.

WM. M. RICHARDS, President. GEO. F. SEWARD, Vice-President.
JOHN M. CRANE, Secretary. ROB'T J. HILLAS, Ass't Secretaty.

DIRECTORS.

GEO. S. COE, - - - - - - Pres. American Exchange Nat Bank.
J. S. T. STRANAHAN, - - - - - - - - - Pres. Atlantic Dock Co.
A. E. ORR, - - - - - - - - - - Of David Dows & Co.
G. G. WILLIAMS, - - - - - - Pres. Chemical National Bank.
A. B. HULL - - - - - - - - - - Retired Merchant.
H. A. HURLBUT - - - - Pres. of Commissioners of Emigration.
J. D. VERMILYE, - - - - - - - - - Pres. Merchants Nat. Bank.
JOHN I. RIKER, - - - - - - - - - - - Of J. L & D. S. Riker.
A. S. BARNES - - - - - - - - - - - , Of A. S. Barnes & Co.
J. G. MCCULLOUGH, - - - - - - Pres. Panama Railway Co.
T. S. MOORE, - - - - - - - - - Of Moore, Low & Wallace.
WM. M. RICHARDS, - - - - - - - - - - - President.
GEO. F. SEWARD, - - - - - - - - - - - Vice-President.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes, Cyclones and Farm Property

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - Phenix Building, CHICAGO, ILL.

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

GEORGE INGRAHAM, 2d Vice-President.

City of London Fire Insurance Co.,

LIMITED,

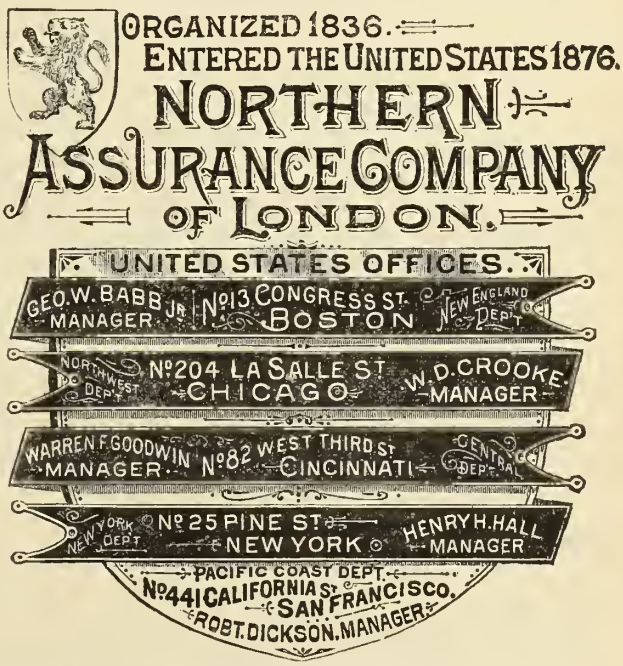
OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A. SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.



ESTABLISHED 1872.

THE

ACCIDENT

INSURANCE COMPANY OF NORTH AMERICA

MONTREAL.

SIR A. T. GALT, G. C. M. C. President

EDW. RAWLINGS, Managing Director

ACCIDENT BUSINESS ONLY.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS.... $2,301,859
Cash Capital 500,000
Reserve for Re-insurance, Unadjusted Losses and all Claims... 1,748,984
Surplus 552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS.—Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

Liverpool & London & Globe Ins. Co.,

ESTABLISHED, 1836. ENTERED UNITED STATES, 1851.

NEW YORK OFFICE:
WILLIAM & PINE STREETS.

NEW ENGLAND, NEW YORK, PENNSYLVANIA,
OHIO, INDIANA, KENTUCKY,
TENNESSEE, ARKANSAS, MARYLAND,
DELAWARE, DISTRICT OF COLUMBIA,
VIRGINIA, WEST VIRGINIA,
NORTH AND SOUTH CAROLINA,

H. W. EATON, Resident Manager.

CHICAGO OFFICE:
124 LA SALLE STREET,

ILLINOIS, MICHIGAN,
IOWA, WISCONSIN,
MINNESOTA, MISSOURI,
KANSAS, NEBRASKA
COLORADO, DAKOTA,
MONTANA, UTAH,
WYOMING, AND NEW MEXICO.

WILLIAM WARREN, Resident Secretary.

NEW ORLEANS OFFICE:
Corner CARONDELET AND GRAVIER STREETS.

LOUISIANA,
MISSISSIPPI,
ALABAMA,
GEORGIA,
FLORIDA,
TEXAS.

HENRY V. OGDEN, Resident Secretary.
CLARENCE F. LOW, Assistant Secretary.

SAN FRANCISCO OFFICE:
422 CALIFORNIA STREET.

CALIFORNIA,
NEVADA,
OREGON,
ARIZONA,
WASHINGTON
TERRITORY,
IDAHO

CHARLES D. HAVEN, Resident Secretary.

The Prudential Insurance Co.
OF AMERICA.

NEWARK, N. J.

Assets over $1,400,000
Income over 2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel EDWARD S. JOHNSON, Secretary.

Niagara Fire Insurance Company,
No. 135 BROADWAY, NEW YORK.

Capital $500,000 00
Outstanding Liabilities 183,919 00
Re-insurance Reserve 1,087,221 00
Net Surplus 489,340 00

Totals Assets January 1, 1887 ..... $2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age.

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD, MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass standard	5,349,870 36
Surplus by standard of New York	6 800,000 00
Policies in force January 1, 1887. 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Pres't.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos 156 and 158 BROADWAY.

Has accumulated assets of over $11 000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10 15 or 20 years hence If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L HALSEY, Second Vice-Pres., H. B. STOKES.
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-Forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

HENRY D. SMITH, - - - - - Secretary.
ARTHUR L BATES, - - - - Asst. Secretary.
HON JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,780,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

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THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THE inroads made by the mill mutuals upon a large and desirable class of business, which was once almost wholly controlled by the joint-stock agency companies, have been the cause of growing unhappiness among the latter, and at last the burden of sorrow has become too heavy to be borne. The very energetic effort of the companies composing the New York Board of Fire Underwriters to throw it off, will be seen in a report of the proceedings at a meeting of the board, held this week, printed in another part of to-day's paper. Fighting the evil one with fire is an old plan of campaigning and it has sometimes, we believe, been successful. It seems clear enough, in this case, that to compete favorably with the mutuals, the arts by which the mutuals have won the business, must be employed by the stock companies. Upon that basis, the members of the New York board purpose to re-enter the field. There is little doubt, we think, that—the advantages presented by the two kinds of companies being equal—the security offered by the stock companies, backed as they are by their vast accumulation of available funds, will be preferred by the greater part of that special class of property-holders whose business is sought. The plan adopted by the companies represented in the New York board is apparently a promising means towards re-capturing the business and the course of the experiment will be regarded with unbounded interest.

THE only insurance bill possessing the slightest interest to persons outside of New Hampshire, which passed the legislature of that state at the recent session and received the executive approval, was the exceedingly funny one, which in its original form ordered the insurance commissioner of the state to reduce a fire insurance rate, when it should appear to any complainant "that said rate is excessive and unreasonable." The text of the bill as finally passed appears in another column, and upon examination it will be seen that the life of the section was taken out of it, by substituting a word of no force for the one which made the action of the commissioner imperative. He may recommend the reduction of a premium rate, but he cannot enforce it. We imagine that Mr. Pillsbury's position under the new law is not likely to be one conducive to his comfort. It would seem that he must keep open house to every comer dissatisfied with an insurance rate, and that his time must be given without stint to the hearing of complaints and the examination of risks for the purpose of acertaining if they have been excessively and unreasonably rated by the insurers. This must involve traveling in all parts of his state, with no better result to all his physical and mental labors than the expression of a recommendation, which the underwriter, being under no compulsion to respect, may treat with contempt. The function of the New Hampshire insurance department is a wholly novel one. We do not remember that legislation ever before erected a state insurance supervisor's office into an arena for the discussion of what are equitable rates, and made of the incumbent a sort of amiable busybody to adjust business differences between citizens. Mr. Pillsbury is a vigorous and picturesque writer and his next annual report ought to be entertaining reading.

No class of public servants deserve greater consideration from the public than the firemen. Take the firemen of our large cities, for instance, and regard the peculiar perils of their profession, the dangers which beset them in life and limb in the suppression of fire, the constant exposure to storm, and in winter to cold, the nights and days of broken rest, and the discipline which practically cuts them off from the enjoyments of home life and the companionship of wife and children. We scarcely ever read an account of a fire of the first magnitude that is not accompanied by disaster to one or more of these daring civic soldiers. Fighting our enemy step by step they are sometimes entrapped where escape is gone and they die in the smoke, the falling walls crush them, and not infrequently they go down into the vortex of flame with the roof which has given way. How often when a great fire is raging we see the ambulance dashing past. We know by that token that some gallant fellow, maimed, bleeding and perhaps burned almost past recognition, has been taken out of the ruins or is lying under them covered by tons of glowing debris. The man on the battlefield really faces less danger than this fireman of ours; he certainly encounters fewer hardships. And this perilous service the fireman of our great cities encounters for us, for compensation, which if adequate for his living needs, is disproportionate to the risks he runs. Every proposition that is made, therefore, to lighten the burdens of his life, which is consistent with discipline, should receive the hearty approval of the public. Most people will be surprised to learn that under the present requirements of the law governing the fire department of the city of New York, the men have but seventy-two hours in each month, or what is equal to one day in ten, off, to spend with their families. A movement is on foot to introduce a bill in the legislature of New York at the next session, to make twelve hours the day's work for the firemen of the metropolis. In other words only half of his time will be required by the city which will enable him to pass the other half in his home. An increase of the force to the extent of two men for each company, it is said, would permit this arrangement to be carried out, without injury to the service. If the bill needs the support of the press and the fire underwriters it should have it, for hardly anything

is too good for our brave firemen. They will not be worse firemen for being happier husbands and fathers.

THE torch and dynamite go hand in hand with the new regenerators of society, and we have profound reason to be thankful that the Chicago affair this week did not end in a farce. Nothing but the deaths of the worst of the miscreants who were bent upon the acknowledged mission of destroying society, would have sufficed for its preservation against the attacks of their fellows. Anarchism has no right to exist in the United States and it should be stamped out, if the eradication involves the killing of every individual professing its tenets. They are mad dogs and the issue is whether they shall kill us or we them. It is a sickening reflection that there are a number of people in this country, who, having no sympathy with anarchism, are yet disposed to coddle and make heroic figures of these enemies of mankind. No human wild beast can be condemned to death for murder, but they are circulating petitions, writing to the newspapers, making speeches, and crawling on their knees before the executive, for mercy and pardon. The disgusting scenes which we have witnessed during the past two months, are but a repetition of those which preceded the execution of the assassin of President Garfield. Some of the most eminent persons in the community were in a maudlin and hysterical state over Guiteau and we recollect that a distinguished alienist predicted that if the murderer should be hanged, the blot on the fame of the nation would be recognized too late, with shame and mortification by all Americans and endure forever. The same class of half-baked people have been promising us the tortures of everlasting remorse, as a nation, if the Chicago murderers were put to death. We mistake the temper of our countrymen, if they are not as supremely satisfied with the punishment of the anarchists as they were with that of Guiteau. If the vengeance of society upon its foes in Chicago yesterday, does not cure the remaining anarchists of their hunger for our lives, and we believe that it will have that effect in the main, we trust that the strong arm of the law will fall to crush and annihilate everyone proclaiming their horrible code. It is worth considering whether at this juncture all professional anarchists, living in this country, should not be deported and returned to the country from which they came. We send back the paupers who are the product of conditions which exist abroad, why not also the reptiles bred out of other European conditions which have no place here? We began this paragraph with the intention of showing the intimate connection between anarchism and incendiarism and the interest of the fire underwriter, aside from his interest as a citizen, in the extirpation of the former. But the subject is a timely one for broader treatment.

AFTER the exposure by the insurance press of the weakness of the Belgian concern called La Royaume, which is after an underground business in this country, the indignant letter of the secretary of the company to the *Insurance Times*, which was one of the papers which scored the wild-cat, is an amusing piece of impudence, not to say insolence. Writing from Brussels the secretary says:

The attention of my board of directors has been directed to a paragraph in your impression of September last, although couched in such guarded terms as perhaps not to constitute a libel, acquires special importance from the fact of your having thought fit to include this company in a specimen list of "wild-cats."

I am at a loss to imagine upon what grounds such reprehensible action on your part was based, and whence your sources of information were derived, and I can only presume you acted from pure ignorance, as the following facts will prove to any impartial mind that this company is placed upon a sound financial basis, and would not suffer in comparison with *many* existing American societies.

The facts above referred to are as follows, and I may add that the figures must be read as francs:

1. The authorized capital of the company is	frs.3,000,000 00
1*a*. The amount subscribed is	1,062,000 00
Of which 20 per cent. called up.	
2. Premiums for 1886 (net of cancellations) were	956,623 54
3. Losses *paid* during 1886 were	534,643 40
4. The reserves at the present moment, *independent of the paid-up capital* exceed	400,000 00

These figures require no comment as they speak for themselves, and they are no justification for your action.

That is to say the actual amount of cash capital upon which the company endeavors to do business in two worlds, is, by the secretary's unsupported statement but $47,080. What he calls a reserve amounts to $80,000, which in this country if the company were legitimately entered for business, would probably form a part of the unearned premium fund, and would therefore be a liability instead of an asset. The secretary does not venture to state the liabilities of La Royaume. Upon this partial showing, which no one here knows is not colored, he talks of a sound financial basis. His statement does not agree with the one put forth by the American representative of the concern, who has opened an office in Washington, the home of the present Chesapeake and of the late Anglo-American. Mr. Evans' financial statement of May 5, claims no cash capital and shows but $741 in "money in cash and guarantee of rents" —whatever that may mean, and $23,471 in other money, itemized as "deposits in bank and bankers." Even if either of the published statements is true, it cannot establish a claim for the confidence of the public in the company. It is enough to stamp its untrustworthiness that it makes no effort to enter any of the states for legitimate business and that it peddles its policies in a sneaking way. Besides, its reputation for stability at home is bad, according to *L'Argus* of Paris. Let the public beware.

Facts and Opinions.

AT the instance of Commissioner Merrill of the Massachusetts insurance department, John Hopper, agent of the Mutual Reserve Fund Life Association of New York, at Boston, was arrested in that city last week for issuing a policy in the Equitable Reserve Fund Association of New York for $3,000, to Omar Little of Chelsea, Mass., who is sixty-two years of age. The Massachusetts law provides a penalty of from $100 to $500 for insuring the life of anyone over sixty years of age. On September 12, last, Hopper was arrested and later fined $200, for insuring the lives of several persons in a company not authorized to do business in Massachusetts. He appealed. Hopper is alleged to be a character well-known to the police of this country. He has travelled under the various aliases of John H. Miller, John Bags Hopper and Major Thomas. About the time of the War, Hopper was a clerk in a store in Centreville, Md., where he was born, his father being a Methodist minister, and his wife the daughter of another. It is alleged that he committed several offenses and had to run away. The next heard of him was in Augusta, Ga., where he was accused of

having committed forgeries upon James G. Bailey & Sons, for from $10,000 to $15,000. About 1873 he turned up in Richmond, Va., and established the Southern Life insurance company. He had to make his escape north, and was lionized in Boston's best society for a time as Major Thomas. Next he went to Montreal and was arrested there by Detective Fahey.

In the Washington international medical congress, Dr. Lewin of Berlin, mentioned a case in which the patient had passed bloody urine just before death. The urine was sent to Dr. Lewin, who found that upon the addition of ammonium sulphide the bands of hæmatin appeared, showing the presence of some reducing agent. This led to further investigation of the case, when it was found that the man had committed suicide by taking chlorate of potassium. An incidental point of interest in the case consisted in the fact that the patient's life was insured in a company which did not pay in case of suicide. The first suspicion of suicide came from spectroscopic examination of the urine, thus showing the importance of these examinations to the general practitioner. Commenting upon this, the *Baltimore Underwriter* says:

There was nothing in the history of the case to arouse suspicion of suicide. But when the hæmatin bands disclosed the presence of the separated red coloring matter, the expert at once suspected poison as the reducing or dissolving agent, and investigation subsequently proved, as stated, that it was the chlorate of potassium taken with suicidal intent. The importance of such a discovery to a company whose policies are voided by the suicide clause is obvious.

A policy lapsed for non-payment of premium when due to the Mutual Life of New York, has been restored under the following circumstances. Mr. Charles R. Palgrave, of Paterson, N. J., paid thirteen annual premiums on a policy of $15,000, in favor of his wife, Mrs Palgrave not being aware of the existence of the policy. When the fourteenth annual premium became due, tha insured was lying on his death bed and unconscious. Shortly afterwards the policy was discovered among his papers, and a check for the premium was immediately forwarded to the company. But the date for payment was past and the policy had lapsed by its own conditions, though the company was willing to restore it if the insured could pass a medical re-examination. That was obviously impossible. The case was brought before the board of directors at its last meeting and it was unanimously voted to accept the past due premium and restore the policy; without the examination. This liberal treatment of such a case does much towards popularizing life insurance.

The November meeting of the Boston Life Underwriters Association was held on Tuesday, about one hundred persons being present, Mr. George O. Carpenter in the chair in the absence of President Phelps. The principal guest was Rev. Brooke Hereford, who, in speaking of insurance in its infancy, said:

I find them, he said, in my book on Saxon guilds. The old craftsmen were the first to provide for risks of this kind. It was a kind of provision for funerals in a humble way. One of these guilds was that of Exeter, which existed 1,000 years ago. Among other assessments was one which ran. "At a house burning every man a penny;" a penny then being equal to a day's wages. In the guild of St. Catherine there was a provision to this effect: "If it shall befall that any of the brotherhood fall into poverty through age, fire or water, or any other hap, he shall have in a week fourteen pence." In the later guilds they began to add: "Unless it shall be his own fault, or unless it be through some spenthriftness or riotous living."

The New York branch of the Cutter "Prudentials" is ready for business. At the company's office, yesterday, it was said that the Boston, Baltimore and Philadelphia members of the syndicate would begin business December 15, and the Chicago and St Louis members would follow soon after. Mr. H. O. Houghton having declined to serve as president of the Boston company, Mr. Weston Lewis has been chosen in his place. The New York company is organized with Mr. John D. Cutter as president and Mr. A. P. M. Roome (late United States manager for the Fire Insurance Associationo f London) as secretary. Mr. Cutter is the senior member of firm of John D. Cutter & Co., silk manufacturers, whose factories are at Newark and Bethlehem, Pa.

In the Paris international exhibition of 1889, it is proposed to have an insurance exhibition, representing the French companies. The London *Insurance Post*, translating from a Paris exchange says:

It is suggested that there should be a special pavilion erected for the purpose, about twenty metres square. In the centre would be a library, which could be used as a conference room. Around the library would be seven distinct rooms, of various sizes, five to be dedicated to the collective exhibits of the five principal, and two to the miscellaneous systems of insurance. Upon the exterior walls would be painted the title of each kind of assurance (marine, fire, life, &c.,) the amount of the capital employed, the amount of the risks guaranteed and losses paid by the united companies transacting the particular system of insurance designated. Then would follow the names of the companies, arranged chronologically and alphabetically, as also according to size. Our contemporary contains structural and ground plans of the proposed pavilion. Each company would have a separate compartment in the rooms above-mentioned, where it could exhibit its prospectuses, statutes, balance-sheets, policy forms, &c. In the centre of each room models of life saving apparatus, mortality tables, views of the principal conflagrations, &c., could be exhibited.

The executive committee of the national association of assessment companies, at the recent meeting at Philadelphia, made a report upon the aggregate business of assessment companies in the year 1885, which is reported below, together with the figures of 1885.

	1883.	1885.
Number of existing companies..	462	415
New Mombers admitted during the year...	393,613	366,585
Number of Members at close	2,027,031	1,838,130
Insurance in force at the close	$4,473,768,742	$4,108,308 783
Assets collected during the year	34,136,288	27,105,468
Total receipts during the year..	41,678,123	... .
Death claims paid during the year	30,722,650	25,065,917
Expenses of conducting the business.....	6 893,792	4, 01,425
Assets at the close of year.	13,213,991	10,048,295
Losses paid since organization	181,060,120	... ...
Number of deaths during the year..... ...	15,850	13,098

The forest fires which have been burning for a week in Union, Williamson and Jackson counties, Illinois, says a St. Louis despatch of Thursday, are speading northward and devastating a wide extent of territory. At Marion, Ill., the great forests east of the town are ablaze. On both banks of the Big Muddy river in Jackson county the fires are burning fiercely and diverging northward along the Mississippi river. Many houses have been burned and scores of families rendered homeless. In Missouri it is worse. In Stoddard county, in the cache bottoms, the fire has swept everything clean. It was reported in St. Louis that persons are leaving Neelyville, owing to the suffocating smoke that has settled down upon the town.

Still another case of fraud upon British life insurance companies by personation, is announced, though in this one the conspiracy was discovered in time. At Rochdale, Thomas Armstrong an insurance agent and Owen Gilmour, a surgeon's assistant, were arrested charged with attempting to cheat the Guardian insurance company and the English and Scottish Life Association out of $10,000, the amount of two policies on the life of one Mrs Casey. The accusation

against the prisoners is, that instead of presenting Mrs. Casey, who is in a dying condition, for examination, they put forward a woman in robust health, who was accepted.

THE regular monthly meeting of the Life Insurance Association of New York, will be held at the Hotel Brunswick on Tuesday next, at four o'clock p. m. The executive committee says:

The monthly dinner will take place immediately after the business meeting. It is the purpose of the executive committee to make this surpass in interest any previous meeting of the association. In order to accomplish this it is necessary to have the active, hearty co-operation of every member. Guests will be present from Boston, Philadelphia, Baltimore, Pittsburgh, and other cities, and no effort will be spared by the committee to enhance the pleasure of the occasion.

THE state of Illinois by Attorney-General Hunt, says the Chicago *Investigator* of Saturday, began actions in debt on November 4, against the following Chicago fire insurance firms and brokers for violation of the insurance laws of the state in placing risks in unlicensed companies: Hammond & Fry, $10,000; Sylvester A. Chaffee; Gustav Eliel; Fisher Bros., $15,000; James A. Miller & Co., $20,000; John J. Gray, $15,000; George A. Johnson, $10,000; R. S. Critchell & Co., $20,000, and W. H. Blick, $1,000.

THE English life insurance companies which were defrauded of $65,000 by the Scheurer-Castelnau swindle, have received information by wire of the suicide of Scheurer at Como, Italy, by shooting himself. A letter was left proclaiming the innocence of the woman who passed for his wife saying that she had acted throughout through love for him. The companies have despatched an agent to ascertain if this is not another case of personation by the wily swindler.

THE annual meeting of the Boston Board of Fire Underwriters was held October 8, when the following officers were elected: President, J. Edward Hollis; secretary, Osborne Howes, Jr.; executive committee, George R. Rogers, Frank E. Sweetser, Charles E. Guild, B. B. Whittemore and J. Edward Hollis; committee on brokers, E. E. Partridge, Robert A. Boit and C. H. Hayes; committee on tariff, Harmon Vinton, A. P. Curtis and James Goodwin.

A COMPANY has been organized at Minneapolis, Minn, to insure lives rejected by other companies, or to use its own language "risks between the ages of eighteen and sixty years, and who in the judgment of the medical board of the company, shall have a life expectancy of not less than five years, and are not incapacitated from attending to ordinary business." The security behind this project does not appear to be founded on a rock.

THE Boston *Commercial Bulletin* publishes the record of fire underwriting in Boston for the first nine months of this year, making footings of $547,184 loss, and $411,454 insurance paid. This is a marked improvement over the corresponding months of last year, the decrease being $217,226 in losses, and $107,185 in insurance paid. The inspection system ought to be credited with much of this gain.

ON twenty thousand dollars cash the Farmers and Merchants insurance company has been organized at Albany, Oregon, and doubtless it will soon be heard of in eastern fires in company with the Chesapeake and La Royaume. The nominal capital stock is $300,000 of which two-thirds is said to be subscribed. Charles E. Wolverton is president and J. K. Elderkin, secretary and manager.

THE little North Star Mutual of St. Paul, which once twinkled for the benighted insurer in this and many other states, in some of them through the fostering care of Mitchell, Watson & Co., Runck & Co., and other brokers, twinkles no more, says the St. Paul correspondent of *Rough Notes.*

A SYNDICATE of New Hampshire stock fire insurance companies will issue a joint policy, not exceeding $10,000 in the better class of cities, under the title of the New Hampshire Fire Underwriters, and Mr. L. Jackman, secretary of the Capital Fire of Concord will be manager.

SKETCHES and speaking likenesses of President Montgomery of the American Fire of Philadelphia and Manager Rawlings of the Guarantee Company and the Accident Insurance Company of North America, appear in the current number of the improved *Insurance Times.*

THE first annual meeting of that flourishing organization: the Life Underwriters Association of Western New York, at Rochester, on Tuesday November 29, will be accompanied by a reception and a dinner, as we are advised by a handsomely engraved invitation notice.

THE office of the Western department of the Westchester Fire in Chicago, has been removed to room No. 701, in the building of the Royal insurance company, No. 169 Jackson street.

THE *Guardian* for October displays the portraits of the leading promoters of the assessment business, that of the editor, Mr. Eldridge, modestly bringing up the rear.

AMONG the recent retirements from business the Ohio Valley Fire of Wheeling, W. Va., with a nominal capital of $100,000, may be noted.

THE Mutual Life has made the necessary deposit of $25,000, in Mississippi and entered that state for business.

THE Cincinnati *Courant*, after a fitful brief career is dead, and *Rough Notes* will carry out its contracts.

Personals.

AGENCY APPOINTMENTS.

Accident Insurance Company of North America: Straub & Morris, Pittsburgh, Pa.

Anglo-Novada: George H. Binney, Boston, Mass.

Continental of New York: Lewis G. Lowe & Son, Bridgewater, Mass.

Equitable Fire & Marine: Edwin Shaw, Fall River, Mass.

Equitable Life: N. A. Hayes, general agent, Newark, N. J.

Fireman's Fund: Richard D. Chase, Quincy, Mass.; Howard S. Clark, West Warren, Mass..

German-American of New York: Charles W. Howard, Malden, Mass., Francis Murdock, Newton, Mass., W. E. Chase, Newburyport, Mass., J. R. Fairbairn, Cambridge, Mass.

Guardian of London: Richard D. Chase, Quincy Mass.

Lancashire: J. C. Corbet, special agent for New England, succeeding J. H. Burger, resigned.

Merchants of Providence, R. I.: Thomas C. Lee, Lowell, Mass.

Mutual Life: George T. Hobbs, Uxbridge, Mass.

National Fire of Hartford: Judd & Parsons, Holyoke, Mass.

Orient of Hartford: X. B. Drexelius, Cincinnati, O., transferred from Miller, Carey & Co.

Pacific Mutual Life: C. E. Angel & Co., general agents for Texas.

Spring Garden: O. H. Perry & Co., Somerville, Mass.

Travelers of Hartford: William Freestone, Springfield, Mass.

Union of Philadelphia: Fred L. Fisher, Medway, Mass.; George H. Briggs, Amesbury, Mass.

Western of Toronto: Alfred Jones, special agent for the Pacific coast, with headquarters at San Francisco.

Mr. Wesley Clark Crane, for twenty or more years engaged in the insurance business in Somerville and Boston, Mass., died last Saturday at Somerville of Bright's disease, after a long illness. He was born in Mount Holly, Vt., in 1834. Sometime during the '60's he was an agent for the Security Life and remained with that company until it ceased to exist. For years after that he was an agent for the American of Newark, Niagara, Home, Norwich Union, Northern and Hanover in Somerville. About 1874 he became connected with Messrs. Freeman & Vinton, agents and brokers in Boston, coming from Messrs. Hollis & Snow, and remained with them until his death. He was treasurer of the local insurance board of Cambridge and Somerville up to the time he was taken sick, and was also a member of the Boston board of brokers. The deceased stood high in the estimation of his business associates because of his sterling integrity.

Gen. Charles M. Provost of Provost & Herring, the Philadelphia agents of the Imperial, Northern, Phenix and Germania, died last Saturday, aged sixty-nine years. He served with distinction in the late war, and has been in the insurance business since its close.

Mr. Arthur L. Bates' promotion to the secretaryship of the Union Mutual Life of Maine, in succession to Mr. Smith, who resigned on account of failing health, is recorded in a circular from President De Witt, reprinted elsewhere.

Mr. C. H. Chamberlain, cashier of the Chicago local agency firm of H. H. Brown & Co., has been recommended for city fire inspector of Chicago, by the committee of underwriters to whom Mayor Roche referred the selection.

Mr. Arthur Hanscom, late fire clerk for George W. Gregerson, Boston, will carry on the agency business of W. C. Crane of Boston, recently deceased, under the name of Crane & Hanscom.

Mr. J. B. Bennet has resigned as manager of the New Orleans compact and his resignation has been accepted. The association is looking around for a manager, says the *Vindicator*.

Mr. Charles Janvier, in a paper read before the insurance club of New Orleans, claims that the compact has been of benefit to that city.

Messrs. Vanuxen, Slocum & Waller become the Illinois general agents of the New York Life, with headquarters at Chicago.

Mr. T. W. McCance is the new president of the Virginia State of Richmond, in place of the late John L. Bacon.

Mr. A. M. Llambias has been elected secretary of the Peoples of New Orleans.

Insurance in the Courts.

An English Decision Upon an American Insurance Contract.

The London *Review* gives the following summary of a report in the *Law Journal* of the decision of the court of appeal in an action on a Tontine policy issued by an American company, through its London agency on a British subject:

The case of "*Ex parte* Dever *in re* Suse and Sibeth," a report of which appears in the current number of the *Law Journal* is exceedingly interesting, as it not only raises a completely novel question in insurance, but also involves an important principle with regard to contracts with foreign insurance companies carrying on business in this country.

The policy in question was a Tontine granted in 1876 by an American insurance society through its London agency. It was dependent on survivorship to 1886, and was for £6,000, the first trust being payable to the wife for her sole use if living in conformity with the statute. The premiums were paid by the husband until his liquidation in 1883; afterwards they were paid by the wife. In 1884 the husband obtained his discharge, and in 1886 the wife obtained payment of the policy. In the policy there was a reference to the American statute, which contains a provision in some respects similar to, but in other respects widely differing from, that which is contained in the English Married Women's Property Act. The policy declared that "the money was to be paid for her sole use in conformity with the statute.

The statute in question, which was passed by the state of New York on April 18, 1870, provides that a married woman may insure her husband's life, the amount to be payable to her, on surviving, for her sole use, exempt from the claims of the husband's representatives or creditors; but when the premium paid in any year out of the property or funds of the husband shall exceed $500, such exemption from such claims shall not apply to so much of the said premiums so paid as shall be in excess of $500, but such excess, with the interest thereon, shall enure to the benefit of his creditors. The English statute, it will be remembered, makes no limit as to the amount for which the policy for the wife may be effected: the American statute, on the other hand, draws the line at $500 in any year, and provides that the excess over that sum shall be for the benefit of the creditors.

The court of appeal unanimously delivered judgment in favor of the lady, and against the claims of the husband's creditors. Lord Esher said that, as soon as a construction of the policy was arrived at, the distribution must take place according to English and not New York law. The contract, he said, did not, in his opinion, incorporate the New York statute. The terms of the policy were consistent with the statute that was made. The contract was made with the wife as a *femme sole*, and was subject to various contingencies, one of which was that, if the wife was dead and there were no children, the money was to go to the husband, but not as part of his estate; and another was that, on the expiration of a certain period, the wife is entitled to be paid a certain sum. It could not have been intended that, if she exercised her option, the money should all go to the husband. That would have been absurd. The meaning was, that she should have it for her sole use. Any rights the creditors may have must be determined according to English law, and they had none. Again, Lord Esher added, even if this was not so, the option had not been exercised when the debtor obtained his discharge, and the contingency of its being exercised was a mere possibility, and did not pass to the trustee. Lord Justice Bowen, after referring to the general principle, that a contract was to be interpreted according to the law of the country where it was made, said that, in his opinion, the American law was not incorporated into the contract so as to vary the obligation to pay to the wife, or to introduce provisions which apply only to American creditors, though, in his opinion the effect of the reference to American law on the construction of the contract was more a matter of doubt. The true ground of the decision, he said, in his opinion, was that the husband was discharged long before the option was exercised by the wife. That was not an option which he could exercise; it was a mere possibility, and not a property of the debtor. Lord Justice Fry, while disagreeing somewhat with the reasoning of Lord Esher, based his decision on the ground that there was no property of the husband in the policy, vesting in him the commencement of the liquidation, or devolving on him before his discharge. "The option," said Lord Justice Fry, "could only arise in the event of the policy not being terminated by lapse or death, and it was an option to adopt one of numerous alternatives. It was a double contingency, and the mere hope of a hope, and not property." It thus appears that, while the learned judges were unanimous in the result at which they arrived, there was some considerable variety in the reasons which satisfied their minds.

Miscellany.

Important Action by the New York Board of Fire Underwriters—A Plan to Compete with the Mill Mutuals.

The feeling has been growing for some time among the New York fire underwriters that something should be done to meet and combat the competition in the Metropolitan district of the mill mutuals and similarly constituted and conducted companies. Accordingly at a meeting held last week a committee of twelve was appointed by the New York Board of Fire Underwriters to concert some plan by which the stock companies may retain the business for which the

mutuals compete. The committee appointed was composed as follows: Wm. De L. Boughton, Geo. M. Coit, H. W. Eaton, Henry H. Hall, N. W. Meserole, F. C. Moore, Chas. Sewall, James A. Silvey, Wm. M St. John, Edward A. Walton, John H. Washburn and James Yereance.

After carefully considering the subject the committee through Mr. H. H. Hall presented to the New York Board at a meeting specially called for the purpose on Thursday of this week, the following report:

At a meeting of the New York Board of Fire Underwriters held on Thursday a special committee made the following report:

The membership of the New York Board of Fire Underwriters includes the strongest fire insurance companies of the United States and Europe and by intelligent co-operation these companies can offer to property owners such proper consideration for approved appliances for the prevention and extinguishment of fire, as will result in a reduction of the cost of fire insurance: First—By reduction of their own expenses through co-operation with each other, and second—By a reduction of the fire hazard through co-operation with property owners. Therefore your committee respectfully recommend to the board—

First—That a committee of twelve be appointed by the board to be known as the "protective committee," which committee may, on application, prescribe requirements for the proper construction or improvement and effectual protection of any mercantile or manufacturing risk, including in such protection an automatic sprinkler or other approved appliance.

Second—When a property owner has complied with the requirements of this committee in the construction and protection of any building, the said building shall be classed on the records of this board as "protected," and this committee are authorized through the superintendent of surveys to provide for frequent surveys of such protected buildings located in the Metropolitan district.

Third—This committee shall have authority in behalf of the members of this board consenting to this plan, to negotiate for and to accept lines of insurance upon protected risks, to fix the rate of premium for fire insurance thereon, and to prescribe such terms and conditions for the acceptance of such insurance, as in their judgment the best interests of the co-operating companies demand, and this committee shall have power at any time to modify or cancel all contracts of insurance made under this agreement. Forms of policies for protected risks shall be approved by the committee, and shall in all cases include a co-insurance clause or its equivalent.

Fourth—In the event of a claim for loss or damage to a protected risk insured under this plan, this committee shall have authority to adjust such claim, and apportion the amount for which each company is liable.

Fifth—Any company represented in this board shall have the right to enter into this arrangement by an agreement in writing to accept such proportion of the lines on risks approved by the committee within a maximum line named by such company, with the understanding that after such agreement the committee, or its desinated representative, shall be empowered to bind such company for its proportion not exceeding the limit of the maximum line named by it. The amount of insurance to be placed on any risk shall be distributed among the companies so agreeing, in such proportion as the maximum line named by each company and approved by this committee bears to the sum of the maximum lines of all the companies signing the agreement.

Sixth—If for any reason it is advisable to issue the policies of fewer companies than the whole number co-operating, the committee shall be authorized to designate the companies whose policies shall be issued and shall provide for re-insurance on the basis set forth in the previous sections

Seventh—Any company may withdraw from this agreement at any time by giving in writing, ten days' notice of their intention so to do, but such company must carry to expiration all risks alloted to it under such agreement, and any company not desiring to carry any risk approved by the committee, will be at liberty to arrange for the re-insurance of such with one or more of the other co-operating companies.

Eighth—This committee shall be empowered to prepare commissions of authority, to be executed by each of the consenting companies, which commissions of authority shall embody the powers delegated to the committee by the board.

Ninth—To the extent above indicated, this board assumes the direction of the work of the protective committee, and so long as the advantage of such co-operation is preserved to all its members desiring to avail themselves of the same, this board will sustain this committee which shall report monthly to the board.

Wm. De L. Boughton, Geo. M Coit, H. W. Eaton, Henry H. Hall, N. W. Meserole, F. C. Moore, Chas. Sewall, James A. Silvey, Wm. M. St. John, Edward A. Walton, John H. Washburn, James Yereance, committee.

The meeting was largely attended and it was expected that considerable discussion would follow the presentation of the report and some opposition to it was looked for.

The sentiment of all present seemed to be in favor of its passage. Speeches were made in behalf of the plan contained in the report by Messrs. Moore, Meserole, St. John, Yereance, Washburn, Heald Affeld, Belcher and Glover.

Upon being put to vote the report after being amended in some particulars, as designated below, was unanimously adopted.

In the first section the words *mercantile and manufacturing* between the words "any" and "risk" were stricken out.

In the fifth section the words "which line shall in all cases be that carried by the company for its sole account," were inserted after the words "maximum line named by such company."

The sixth section was amended so as to read as follows, the new matter inserted being in italics:

If for any reason it is advisable *by said company* to issue the policies of fewer companies than the whole number co-operating, the committee shall be authorized to designate *in rotation as far as practicable* the companies *provided that the policies of not less than ten companies shall be issued in any case and no company shall be required to issue its policies in excess of the limit named by it*, whose policies shall be issued and shall provide for re-insurance *in all the co-operating companies* on the basis set forth in the previous sections.

The seventh section was amended by the insertion of the words "to the committee," after the words "giving in writing."

The eighth section was amended by substituting the words "provided for by these articles" for the words "delegated to the committee by the board."

The report was then referred back to the committee to be re-printed and put into effect.

It is probable that the committee as it stands at present will be appointed as the permanent Protective Committee.

How the Fire Insurance Swindlers Duped the Innocents of Michigan and Wisconsin.

An account of the operations of bogus fire insurance agents in the upper counties of Michigan and Wisconsin, to which editorial allusion was made last week, appears in the following Detroit press despatch:

The fact has been already announced that nearly all the insurance upon property burned in the recent destructive fires at Ironwood and Hurley, in the iron and lumber districts of Michigan and Wisconsin, respectively, has proved worthless. The towns offered the very worst risks with which an insurance company could meddle, as the buildings were slightly built and offered no obstacle to the swift advance of a fire once under way. The population also had the usual large percentage of the rough and disorderly classes that are found in all such towns, and saloons were plenty. Yet it turns out that the property recently destroyed was all well insured, so far as figures go, and that very large rates had been paid on account of the extra hazardous nature of the risks. To lose nearly or quite all

the insurance entails severe hardship on the people, and in many instances great distress. The fact has led to an investigation which has brought to light a state of facts that the public cannot know a moment too soon. It seems that within the past few months there have sprung up in the various large cities of the country a considerable number of "insurance brokers," "surplus insurance associations," "reserve assurance companies," and other firms and individuals bearing similar names and offering practically the same inducements to obtain business. The following is taken from a circular issued by one of these concerns in Chicago and sent to an insurance agent in Marquette.

GENTLEMEN: You will remember a short time ago we sent to your address our prospectus, and we now inclose you a slip, which please sign and return. We also inclose you a member's blank application. Look up your "surplus" and fill out an order for placement, thus proving your intention to aid in making this association one of mutual benefit. Agents all over the country appreciate the benefits and protection offered by the association, and write: "We have indeed suffered from the incursions of cut-rate and dishonorable brokers, and are happy to find in this association just what we need—an establishment that will honorably place our business and protect our renewals. Be good enough to enroll us as members and forward supplies immediately."

The association was formed to protect the agent, and it will be done. Send to the association that which you cannot take in your own companies; either that the line is too large, or the risk is of a class they will not write. That is what is meant by "surplus." Should some broker cut the rate on one of your risks, don't lose the line, but meet the rate, and we will place it for you. While the association does not advocate the cutting of rates, yet our purpose is to protect you wherever it is possible. Hence the above. Awaiting your early communication, I am, very truly,

Signed by the Manager.

The agent into whose hands this circular came, having his curiosity aroused, wrote to the "Manager," asking these two questions: "What companies do you represent?" and "How are your losses settled?" In reply he received a letter covering two pages of letter paper. In answer to the first question the "Manager" made this exceedingly definite reply:

"Yes, sir, the companies are reliable, and put a stamp on each policy, signifying indorsement of the same."

This was all. The second question was answered thus:

"Should a loss occur notify me at once and an adjuster will be on the ground immediately. After the proof is made up and accepted the adjuster gives a draft on the spot. If I hear of a company refusing to honor our adjuster's draft I immediately cancel every one of the policies within reach."

It is needless to say that the inquiring agent, being a gentleman of experience, was not profoundly impressed with the substantial character of concerns thus represented. Circulars, all substantially of the same sort, have been received in the upper peninsula of this state, which seems to be a special field of their operations.

The Insecurity of Underground Fire Insurance—Another Case in Point.

The property-owner who accepts the policies of fire insurance companies, which do an unlicensed and illegal business, because such policies are "cheap," runs invariably a great risk of being swindled. This is an oft told tale, but it needs repetition for the benefit of that large class of people who know little or nothing of the character of the companies competing for business and depend upon the representations of agents. The test with the seeker of insurance should always be, is the company legally qualified to do business in the state. *Rough Notes* of Indianapolis relates an illustrative case as follows:

The failure of the Lincoln insurance company came quite unexpectedly. It has been so short-lived that people wonder why it was ever started. Among its special reasons for claiming public confidence it urged that its business was that of insuring "well selected risks at fair rates," its specialty being "farm property and detached dwellings." These with other special reasons were printed in bold type upon its policies. This class of business certainly would not ruin a company with a capital of $100,000 within a year from the date of its organization. From facts that have come under our observation it appears that the company early engaged in underground business, seeking the most unprincipled brokers as its representatives, thereby deceiving its patrons, and probably its stockholders, by writing "target" risks, while professing to make a specialty of the best. A case in point illustrates its methods: On February 4, 1887, it issued policy 9,705 for $500 to Albert Minter of Indianapolis, on stave mill on machinery, situate at North Salem, Ind., at full board rates. The risk burned September 10, and notice of loss was telegraphed to the company September 12. "Proofs of loss" were forwarded to the company eight days later and their receipt acknowledged under date of September 23, 1887. Just at this point the "funny business" begins. On September 24, thirteen days after the fire, Runck & Co. wrote from Newport, Ky., to Minter, giving notice of the cancellation of his policy, and on same date forwarded a policy of the German-American insurance company of New Orleans, as a substitute for the policy on which they had sent notice of cancellation. Later, under date of October 1, 1887, one J. H. McMurtry, a stockholder of the Lincoln insurance company, writes to Mr. Minter that he has just discovered among the papers of the company that he (Minter) had sustained a loss, but no "proofs" had been filed. He advises Minter that the company will pay about twenty-five per cent. on losses if claims are filed at once.

So far as the Lincoln insurance company is concerned in this transaction, it would see that the public have a right to infer that it was doing an unsafe business where it had no authority of law to issue its policies, through agents who are notorious over the entire country for their transactions of more than doubtful character, by whom, thirteen days after a loss occurs, a fraud is attempted by endeavoring to secure its policy that had become a claim by the substitution of another under which no claim could be enforced, and that it is now endeavoring through a stockholder to induce the claimant to accept less than the value of his claim. Judging the company by the above transactions, it should be classed as having belonged to the most dangerous species of the *feline* tribe—a born prowler that early in its career has met the fate it deserved.

The Union Mutual Life—The Resignation of Secretary Smith and Appointment of his Successor.

The following circular, addressed by President De Witt to the agents of the Union Mutual Life insurance company of Maine, gives an account of an interesting event in the history of the company.

At the meeting of the board of directors of this company yesterday the following communication from Secretary Henry D. Smith was read:

On account of my ill health, I have, after consultation, decided to change my residence to some location where the average temperature is warmer; hoping that by escaping the winters of this section to be physically benefited by such a change.

I therefore hereby tender my resignation as secretary of the Union Mutual Life insurance company, to take effect at such time as will best suit the convenience of the board. It is with many feelings of regret that I sever my connection with the company after a term of service of nearly a quarter of a century, a period covering nearly two-thirds of my life. It will, however, always be a pleasure for me to look back to the pleasant years of intercourse I have had with the officers of the company, and the good old times with the boys in the office, when we were fellow clerks.

To you, Mr. President, I desire to express most heartily and sincerely my thanks for the many acts of kindness you have shown me, and for your words of good cheer at times when I have been ill, and encouragement seemed good. To each member of the board I tender my warmest thanks for the many acts of consideration received, and assure you all that I shall treasure in my memory the kind words and courtesies you have extended me. I wish the old Union Mutual abundant success. I am, gentlemen, yours very respectfully,

HENRY D. SMITH.

Upon the presentation of this letter the following resolutions were unanimously passed by the board:

Resolved, That this board receives with exceeding regret, the resignation of Henry D. Smith as secretary of this company; that we appreciate the earnest fidelity, the unwearied zeal and the unswerving loyalty with which, in the several positions he has held, he has served the company for almost twenty-five years; and that we especially recognize his readiness at all times to sacrifice his time, his convenience and his comfort to promote the interests of the policy-holders.

Resolved, That while we regret deeply the loss of his services, we still more regret that the condition of his health is such as to make it necessary

for him to seek a home in a less rigorous climate, and as a consequence to sever his official relations with this company.

Resolved, That in going from us he takes with him the heartiest wishes of all for his speedy restoration to sound health, and for his enjoyment of the amplest prosperity in the future.

Mr. Arthur L. Bates, whose service with the company has extended over a period of eighteen years, and who for the past two years has been its assistant secretary has been elected secretary. Mr. J. Frank Lang, who has been with the company fifteen years has been elected assistant secretary. Mr. Jos E. Henley, whose service with the company comprises just eleven years to-day assumes the duties of cashier made vacant by Mr. Lang's promotion. Mr. Chas D. Merrill succeeds Mr. Henley as book-keeper, and Mr. Merrill is succeeded by Mr. William F. Hardy, who for the past eight years has occupied the position of cashier and accountant at the company's branch office in Chicago—and with whom many of our agents have a pleasant acquaintance—has been transferred to the home office to succeed Mr. Merrill as chief of our agents' account department. Mr. Geo. T. Scott, who has been with the company eighteen years, and has faithfully discharged the duties of chief of the policy department for many years with zeal and fidelity, retains his old position. Mr. Samuel S. Boyden, who has been with the company fifteen years, and who for many years has been the efficient head of the mathematical department of the company, will continue in that position.

Yours truly,
JOHN E. DE WITT, President.

PORTLAND, ME., November 9, 1887.

Insurance Laws.

New Hampshire Insurance Laws.

The following were the only insurance laws enacted during the recent session, besides those incorporating insurance companies. A list of the latter was printed in our issue of last Saturday.

An Act further defining the duties of the insurance commissioner.

SECTION 1. It shall be the duty of the insurance commissioner to inquire into the cause of all fires in the state, that he shall deem expedient to investigate and he shall ascertain the cause of all other fires, so far as practicable, together with the actual loss and the insurance thereon; and tabulated and classified statistics of such results shall accompany the commissioner's annual report.

SEC. 2. It shall be the duty of the insurance commissioner, to hear any complaint from any citizen of an excessive rate of insurance, and if it shall appear that said rate is excessive and unreasonable, then said commissioner shall recommend said rate reduced to a reasonable basis, taking into account the hazard and character of said risks and the means and appliances employed to protect said risk from fire.

SEC. 3. The necessary expenses incurred in carrying into effect this act shall be audited and approved by the governor and council, and paid out of any money in the treasury not otherwise appropriated.

Approved, August 24, 1887.

An Act on amendment of chapter 173, of the general laws relating to insurance companies and agents.

SECTION 1. Mutual benefit fire insurance companies organized under the laws of this state, charging a full cash premium, may limit the liability of their policy-holders to assessment by a stipulation, or condition plainly expressed in their policies, which stipulation shall have the same binding effect as a deposit note signed by the insured.

SEC. 2. All acts or parts of acts inconsistent with the provisions of this act are hereby repealed, and this act shall take effect on its passage.

Approved, August 24, 1887.

Special Notices.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,
Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual. and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

1826. THE 1887.
Pennsylvania Fire Insurance Co.,
OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,458 52
Surplus	1,227,426 40
Total January 1, 1887	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

THE
Anglo-Nevada Assurance Corporation,
OF SAN FRANCISCO.
MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

INCORPORATED 1851.
The Berkshire Life Insurance Co.
OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.
JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.
Agencies in all the principal Cities of the United States.

QUEEN
INSURANCE COMPANY.

Connecticut Fire Insurance Co.,
OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

NOTICE TO LIFE INSURANCE AGENTS.

The American Life Insurance Co.

OF PHILADELPHIA,

Is prepared to negotiate with competent men in the following States: Pennsylvania, Maryland, New Jersey, New York, Ohio and Illinois. For full information address,

JOHN J. MACFARLANE, President,
P. O Box 1556, Philadelphia, Pa.

CHARTERED 1880. ORGANIZED 1881.

New England Fire Insurance Co.

OF RUTLAND, VT.

L. W. REDINGTON, Pres. C. PARMENTER, Sec.

The only Stock Fire Insurance Company in Vermont.

London and Lancashire Fire

INSURANCE COMPANY
OF LIVERPOOL, ENGLAND.

HEAD OFFICE FOR THE U S., 46 PINE ST., NEW YORK.

J. BEAVAN, Manager, New York Department, including New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina, and District of Columbia. 46 Pine Street, New York.

DEPARTMENT MANAGERS.

SCULL & BRADLEY, (successors to Foster & Scull), 53 Devonshire Street, Boston, Mass., Managers for Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire and Vermont.
JOHN H. LAW & BRO., Cincinnati, Ohio, Managers for Ohio, Indiana and West Virginia.
BARBEE & CASTLEMAN, Louisville, Ky., Managers for Kentucky, Tennessee, Georgia, Alabama, South Carolina, Louisiana, Arkansas, Florida and Texas.
CHARLES H. CASE, 120 La Salle Street, Chicago, Manager for Illinois, Michigan, Wisconsin, Minnesota, Iowa, Kansas, Missouri, Colorado and Nebraska.

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.
A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

1853 ESTABLISHED 1853

Agricultural Insurance Company,

WATERTOWN, N. Y.

INSURES ONLY FARM PROPERTY
AND
PRIVATE RESIDENCES.

STATEMENT, JANUARY, 1886.

Cash Capital	$500,000 00
Reserve for all liabilities including re-insurance	1,597,330 24
Net Assets (to protect Policy-holders)	1,828,012 26
Net Surplus to Policy-holders	730,682 02
Net Surplus to Stockholders	230,682 02
Total Assets	1,886,911 68

JEAN R. STEBBINS, President. H. M. STEVENS, Secretary.

Extract from Charter: "§ 3. This company is formed to make insurance on the joint-stock plan, against loss or damage by fire and lightning, on Farm Property, Private Residences, Barns and Outbuildings with their contents, and on other property not more hazardous; and it shall be confined in its business to such risks."

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. sec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies at Home Office.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.07, and from interest, etc., $2 960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445 820 17
Cost of real estate owned	10,811,817 86
Cost of bond and stocks	10,550,650.00
Cash in banks	1,413 982.12
Premium notes and all other assets	4,380,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.42.

FROM 1846 TO 1887

It paid its policy-holders	$123,302,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,005,329.45
While it received from them only	146,505,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 03
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,1[illegible]8 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,778 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

ARTHUR L. BATES, - - - - - Secretary.
J FRANK LANG, - - - - - Asst. Secretary.
HON JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: {1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age.

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn.

THE WEEKLY UNDERWRITER

IS UNIVERSALLY CONCEDED TO BE

The Best Insurance Newspaper

EVER PUBLISHED

IN THE UNITED STATES.

WHAT OUR CONTEMPORARIES HAVE HAD TO SAY ABOUT THE SUPPLEMENTS:

The enterprising WEEKLY UNDERWRITER of New York and Hartford, presents its subscribers with a supplement of sixteen pages, giving brief sketches of the Hartford insurance companies, and nearly every page contains several very fine portraits illustrating the officers. It does great credit to the publishers.— *Firemen's Herald.*

We have received a copy of THE WEEKLY UNDERWRITER SUPPLEMENT, which contains the portraits and sketches of a number of prominent New York fire insurance men. On the front page is a picture of John Pintard, the first underwriter of the Empire State, who died in the year 1844.— *United States Review.*

Our enterprising contemporary, THE WEEKLY UNDERWRITER, in a recent issue published an illustrated supplement of Hartford fire underwriters, which has been very favorably commented upon. The portraits of the officers of the Hartford companies are well executed, and are pronounced by all who know the subjects of illustration as very lifelike.— *Indicator.*

Good for THE WEEKLY UNDERWRITER! Its recent issue, containing portraits and biographies of Hartford insurance men, was both enterprising and interesting. Give us some more of this, Brother Hayden. Such matter is worth a cord of legislative doings and dry editorials. Why not try the same thing on about 300 New York insurance men who are panting for just this kind of fame?—*Age.*

THE WEEKLY UNDERWRITER with its issue of January 14th, sends out a supplement of sixteen pages, containing brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. It may be said of these pictures that none of them are caricatures (as too often turns out to be the case in such ventures), and most of them are really good likenesses and recognizable. Those of Presidents Hendee, Batterson, Howard, Russell, and Allen, are specially so. No doubt others are equally good. But, somehow, President Chase's picture lacks his usual genial smile, and President Whiting's is too old and lachrymose to claim fidelity to nature. But, taken altogether, the picture gallery is a good one and does credit to the enterprise which has gotton it up. A similar undertaking, as regards New York insurance men, would be vastly acceptable. —*Review.*

Despite its occasional blunders and an evident belief that "it knows it all," THE WEEKLY UNDERWRITER sometimes shows a laudable spirit of enterprise. A good illustration of this was the supplement recently issued by it, containing the portraits of no less than thirty New York fire underwriters, together with a brief biographical sketch of each. To the man interested in fire insurance, such information is valuable and worthy of preservation. We do not see any offer of frames and glass in connection with such portraits however, and so while THE UNDERWRITER takes the lead in number of portraits, the *Insurance Times* is still a little ahead in finished work. Hoping that our esteemed contemporary may not feel too much puffed up with the praises it has already received, we join in congratulations and trust that it may live long to continue in its good work.— *Insurance World.*

Our enterprising contemporary, THE WEEKLY UNDERWRITER, presented its readers last week with a sixteen-page supplement, descriptive of Hartford as an insurance center, and embellished with finely executed portraits of thirty-eight Hartford underwriters. We agree with our neighbor "that there is something of considerable importance in insurance which does not appear in the annual statements or in the general advertisements of insurance companies. It is something which is not reducible to figures, and which, when found in print, is sometimes thought to be a sign of egotism, but still something without which assets and charters and age and historic association are a delusion and a snare. It is the character, the business and social standing of the men who conduct the companies they are in charge of." We approve and enjoy such publications as THE WEEKLY UNDERWRITER made last Saturday. The brains and lives behind the operations and accumulations of insurance companies, are interesting to every student of the business. The work is grand; let us see and know the workers.— *Chronicle*

LE SUPPLEMENT DU WEEKLY UNDERWRITER.—Notre confrère de Hartford, le WEEKLY UNDERWRITER, a publié un supplément a son numéro de janvier, qui donne les portraits de tous les assureurs de Hartford.

C'est d'abord le président, le secrétaire et le secrétaire-adjoint de l'*Hartford Fire insurance company;* puis les mêmes fonctionnaires pour l'*Œtna*, pour le *Phœnix*, pour le *Connecticut Fire*, pour le *National Fire*, pour l'*Orient Fire.*

Viennent ensuite les portraits des présidents, secrétaires et actuaires des compagnies-vie, *Connecticut Mutual Life*, *Œtna Life*, *Phœnix Mutual Life*, *Travelers Insurance*, *Connecticut General Life.* Le président et le secrétaire de l'*Hartford Steam-boiler Inspection and Insurance* terminent la série des portraits.

Au-dessous de chacun d'eux est placée une courte biographie qui fait connaître, aussi bien que possible, chacun des assureurs. C'est là une œuvre originale qui pourrait tenter un journal d'assurances de Paris.— *L'Argus of Paris.*

THE WEEKLY UNDERWRITER of May 28th, ult., again treated its constituents to a pleasant surprise in the shape of an illustrated supplement, containing sketches and portraits of prominent New York fire underwriters, headed by a fine engraving and biographical sketch of John Pintard, who organized the first fire insurance company in New York, and was, in many respects, a remarkable man.—*Standard.*

THE WEEKLY UNDERWRITER sends out a supplement of sixteen pages, containing brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. The sketches are very interesting, and the portraits are gotten up in good style. If they are "true to nature," we think they must have chosen the best looking men in Hartford for officers of their insurance companies.— *Cincinnati Price Current.*

THE WEEKLY UNDERWRITER SUPPLEMENT for January 15th, is a notable issue, devoted to Hartford and Hartford insurance men, of whom it contains no less than thirty-eight portraits, and brief biographical sketches, and the title page is adorned with a heliotype print of that most beautiful piece of masonry, the memorial arch which forms one of the gateways to Bushnell Park. This supplement is as valuable and useful a contribution to the higher grade of insurance publications as it is unusual.— *Monitor.*

THE WEEKLY UNDERWRITER of 28th inst., has a supplement containing sketches of the leading fire insurance companies of New York, with portraits and biographical notes of thirty-two fire insurance notabilities of Gotham. On the first page is the portrait of the first New York fire underwriter, John Pintard, the organizer and first secretary of the Mutual Assurance Company (fire) of New York. The whole work is nicely done; and, need we add, that among illustrated insurance journals, THE WEEKLY UNDERWRITER takes the lead and pockets the cake?—*Budget of Toronto.*

THE WEEKLY UNDERWRITER of this city has shown characteristic enterprise in publishing in a supplement to its January number brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. It is a fine piece of work, and will long be remembered to THE UNDERWRITER'S credit. A more energetic and efficient group of men it would be hard to find in any calling. They have done much to build up the great and world-wide reputation our city possesses. Journalistic acumen, it is, of the best sort, for the publishers to select them for a January benefit to subscribers—a dividend that can hardly become exhausted. —*Hartford Post.*

THE WEEKLY UNDERWRITER of the city of New York, seems to have adorned itself with new attire with the commencement of the New Year, and is to be congratulated upon this substantial evidence of prosperity, as well as upon its handsome appearance, which is only equaled by its own intrinsic merits as, what its name indicates, an "underwriter," and an independent one at that. We take further occasion to congratulate THE UNDERWRITER upon its beautiful supplement, containing a brief review of fire underwriting in the city of Hartford with reminiscences and lifelike portraits of thirty-eight of the officers of the several companies in that city of underwriters.—*Insurance and Finance Chronicle of Montreal.*

THE WEEKLY UNDERWRITER,

15 Courtland Street, NEW YORK. **53 Trumbull Street, HARTFORD, CONN.**

The Weekly Underwriter.

SUPPLEMENT.—NOVEMBER 12, 1887.

Entered according to Act of Congress, in the year 1887, by the Underwriter Printing and Publishing Company, in the office of the Librarian of Congress, at Washington, D. C.

Historical Sketch of Underwriting in Philadelphia.

WHEN William Penn sought in America a refuge for the Quakers from the persecutions which their religious opinions had caused them to suffer in his native country, he founded on the banks of the Delaware and Schuylkill Rivers a city which he named after a Lydian town — Philadelphia. That city is to-day the largest in America in point of territory, and second only in population.

There has proved to be much more of significance in the name Philadelphia than was probably contemplated by its Quaker sponsor. As the City of Brotherly Love is said to be the cradle of political liberty in the United States, so was it the nursery in the new world for both fire and life insurance; institutions that, in affording whatever consolation money can give for loss of life and compensation for devastated property, have their prominence among the features of modern civilization. From Philadelphia insurance has stretched its protecting arms over the entire continent, and has proved a friend, in the good Quaker sense, upon countless occasions of adversity and death.

BENJAMIN FRANKLIN.

JOHN COPSON.

In May, 1721, one John Copson caused to be inserted in the *Pennsylvania Mercury*, a newspaper published in Philadelphia, the following announcement:

"Assurances from losses happening at sea, &c., being found to be very much for the ease and benefit of the merchants and traders in general; and whereas the merchants of the city of Philadelphia, and other parts, have been obliged to send to London for such assurance, which has not only been tedious and troublesome but even very precarious, for remedying of which an office of public insurance on vessels, goods, and merchandise, will, on Monday next, be opened by John Copson, at his house in the High street, where all persons inclining to be insured may apply; and care shall be taken by the said J. Copson that the assurers or underwriters shall be persons of undoubted worth and reputation and of considerable integrity in this city and province."

This was a good deed on the part of said Copson, and it is to be regretted that the protection which he offered was not accepted. From this source may be traced the history of marine insurance in the United States. We must, however, pass over this branch of the subject, as we wish to confine ourselves to fire and life insurance, the establishment of which followed but a few years later.

THE OLD CONTRIBUTIONSHIP OR "HAND-IN-HAND."

"In 1752 was founded the Philadelphia Contributionship for insuring of houses from loss by fire. It was incorporated in 1768 as a mutual assurance, and was much promoted by Dr. Franklin," so says John F. Watson in his "Annals of Philadelphia and Pennsylvania." The author further goes on to say that, shortly after it started, it met with a severe fire loss. "The annual election being near at hand, at an upper room in the court house, no one attended but Hugh Roberts, who, having waited until the time of choosing had nearly expired, he alone proceeded to elect twelve directors and a treasurer, all of whom he notified in due form. But for that circumstance the institution now so distinguished and beneficial would have expired." This story, although possessing its fascinations, is doubted by later writers, and but little credence is given to it by those who are now conducting the company.

In the early days of Philadelphia there lived a man who published an almanac with the title "Poor Richard's Almanac." The wisdom of this man was famed throughout the land, and had even crossed the ocean and become known to the inhabitants of all Europe. His name was Benjamin Franklin. His erudition was so comprehensive that it embraced nearly every branch of science, and his mind penetrated even into the mysteries of the unknown and unexplored. Whatever he undertook was also sure to prove successful, or as nearly so as anything can be in this uncertain world. When, therefore, a new enterprise was about to be launched in Philadelphia, Benjamin Franklin's advice was consulted. If he disapproved the project, it was rejected; if he favored it, half the battle was won. "I am often asked," says a certain Dr. Bond who was endeavoring to establish a hospital in Philadelphia, "by those to whom I propose subscribing, *Have you consulted Franklin on this business? and What does he think about it?* and when I tell them I have not, supposing it rather out of his line, they do not subscribe, but say *they will consider it.*"

Part of Contributionship Building erected in 1837, showing present offices of the Company.

It was natural, therefore, that when John Smith, a man of property in Philadelphia, conceived the idea of establishing a fire insurance company, he should have endeavored to interest the great Franklin in his project, especially as such an institution had never existed in America before. That he succeeded is shown from the fact that the name of Benjamin Franklin heads the list of the first board of directors of the "Philadelphia Contributionship for the Insurance of Houses Against Loss by Fire." The other directors were William Philip Syng, Samuel Rhodes, Hugh Roberts, Israel Pemberton, Jr., John Mifflin, Joseph Morris, Joseph Fox, Jonathan Zane, William Griffits, and Amos Strettell. John Smith became the treasurer of the company.

The idea for this company seems to have been taken from "The Amicable Contributionship and Hand-in-Hand Fire Office" of London. The hand-in-hand trade-mark of the Philadelphia Contributionship is borrowed from the earlier English company.

Upon the following principles the American company operated:

"I. The policy of insurance was for seven years.

"II. The premium was neither a rate payable annually, nor for the entire term of seven years, but was the deposit of a sum, the use of interest of which during the policy belonged to the company.

"III. The risk of all fires was assumed without any exception of public enemies, military or usurped power, rebellion, civil commotion, or riot.

"IV. The property insured was protected during the term against any number of losses not total, without reducing the amount insured on the premises or impairing the deposit. In case of destruction from the first floor upwards at any time, the company had an option to pay the whole insurance, and so end the policy; or to rebuild, the policy continuing in force, and how often soever the destruction by fire and the rebuilding might take place during the term, the policy continued in force and the deposit unimpaired.

"V. The payment of the deposit, the acceptance of the policy, and the signature of the deed of settlement made the assured a member of the company and a party to all the articles in the deed.

"VI. The personal liability of the members for losses beyond their own deposits was half as much more in case a single fire beginning in one house and damaging one or more houses, should sweep away all the funds of the company.

"VII. The concern was managed for the profit and loss of the members, interest being allowed to them on their deposits in proportion to the whole amount received by the company, and a proportion of the losses and expenses charged to them, and the balance settled at the expiration of the policy.

"VIII. Executors, administrators, and assigns were included as members, there being a provision for notice of transfer and assignment within a limited time and the approbation of the directors."

Hand-in-Hand Badge in possession of Thomas H. Montgomery, taken from house in Letitia street, owned by William Penn.

The Philadelphia Contributionship is in existence to-day, and is said to be an exceedingly rich institution. It has, however, confined its business entirely to perpetual policies on buildings within the confines of the Quaker City. It is a notable fact, in connection with this company, that it has never had a secretary or treasurer whose name was not Smith, and who was not descended from the original John Smith of its infancy. The present secretary and treasurer is Mr. James Somers Smith.

THE MUTUAL ASSURANCE COMPANY OR "GREEN TREE."

Green Tree Badge in possession of Thomas H. Montgomery, taken from house corner Market and Seventh streets, where Thomas Jefferson wrote the Declaration of Independence.

The prevalence of green trees in the streets of Philadelphia gave rise to the establishment of the second fire insurance company in that city. Green trees were a nuisance; they were liable to take fire and bend their burning branches to the adjacent property, to the destruction of the same. So thought certain worthy members of the Contributionship; and accordingly that company determined not to insure any more houses shaded by them. This resolution could not but dissatisfy certain other and equally worthy members who believed in arboriculture. They became dissenters, and in 1784 they incorporated the "Mutual Assurance Company for the Insuring of Houses from Loss by Fire," a company which still lives, doing a perpetual

business. The new company made shade-trees no barrier to its insurances, but even went so far as to adopt a green tree as its trade-mark and emblem.

THE INSURANCE COMPANY OF NORTH AMERICA.

This is the earliest stock fire and marine company in America, and at the present time one of the largest of its class in the world.

The First Office of the Insurance Company of North America, 1792-94.

Lorenzo Tonti, the Neapolitan originator of the method of accumulating a fund which has since borne his name, found many disciples among the inhabitants of the new world, especially about the year 1790, when Tontine was the rage in various parts of the United States. Even the cautious Quaker could not resist its fascinations. In 1792 the "Universal Tontine" was an institution projected in Philadelphia "for the purpose of raising a fund upon lives to be applied to the charitable and other uses." The scheme proved abortive, as similar undertakings had in other cities of the United States, and it became a question as to what disposition should be made of the money which had already been accumulated. Accordingly a meeting was held in Independence Hall, and a committee appointed "to consider, digest, and report such other use or uses, as they shall deem eligible and most beneficial to the society, for employing the fund raised." Messrs. Nesbitt, Moylan, Stewart, Blodget, Dallas, McConnell, and Edward Fox were appointed to act as the committee. These gentlemen at an adjourned meeting reported "that in their opinion it will be for the interest of the concerned to change the Universal Tontine into a general insurance company," submitting at the same time a general plan for the company, which they had agreed upon. The suggestion was carefully considered, and it was resolved that "the Universal Tontine be and it is hereby changed from its original objects and converted into a society to be called The Insurance Company of North America." The capital was placed at $600,000, subscriptions to which were to be received at the house of Ebenezer Hazard. By the first of December the minimum number of shares agreed upon had been taken.

A meeting of the shareholders was called ten days afterwards, when a board of directors was chosen, consisting of the following: Samuel Blodget, Jr., Joseph Ball, Magnus Miller, Michael Prager, John M. Nesbitt, Matthew McConnell, Jasper Moylan, Charles Pettit, Thomas L. Moore, John Ross, Walter Stewart, William Cramond, John Leamy, John Swanwick, and John Barclay. These directors afterwards met and elected J. Maxwell Nesbitt first president of the company, and Ebenezer Hazard secretary. Although a committee was immediately named to prepare a petition to the State government, the act of incorporation of the company was not approved until April 14, 1794.

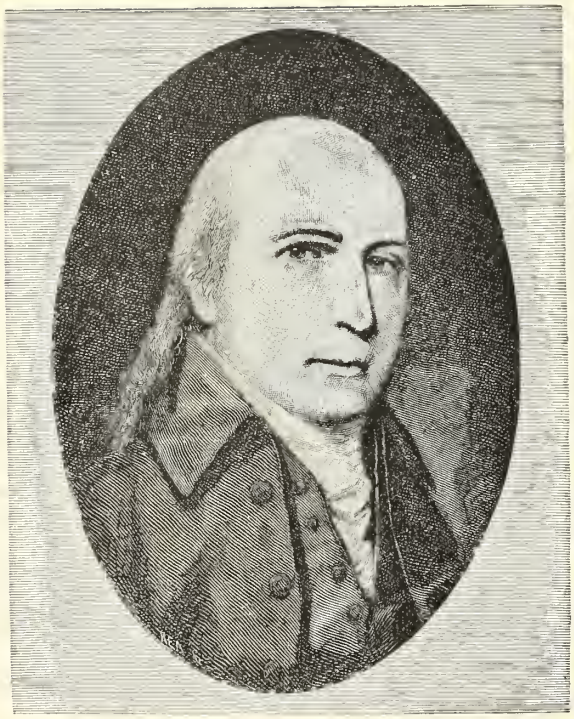
The company met its first opposition on the part of the individual marine underwriters of Philadelphia, who lost no time in presenting to the legislature a counter-petition to the one submitted by the company. They feared the injury to their own business which this new stock concern was likely to bring about. In the meantime the directors declared a six per cent. dividend, which had the effect of changing the tactics of the opposition, inasmuch as the financial success of the new company seemed assured, and it could not be assailed on that ground. They claimed that the Insurance Company of North America should not be the only one of its kind, and upon the ground of partiality the contest continued. Again another six per cent. dividend was declared, which had a further effect in stimulating the opposition. The result of the contest seems finally to have been a compromise by which the Insurance Company of North America received its charter, and a second company, under the title of the "Insurance Company of the State of Pennsylvania," was brought into being. The charter of the "North America" ante-dates that of the "State" by only two days. The former company, therefore, is entitled to be known as the first stock insurance company in America.

The character of the business to be transacted by the company is thus explained in the eighth of its articles of association: "To make such insurances upon vessels and merchandize at sea, or going to sea, or upon the life or lives of any person or persons, or upon any goods, wares, merchandize, or other property gone or going by land or water; and at such rates of insurance or premium as they shall deem advisable."

The charter of the company gave to it, however, a wider field for operation, and permitted it to do not only a marine and fire business, but to write "upon the life or lives of any person or persons, and to lend money upon bottomry and respondentia." The company con-

GRAND STAIRCASE IN HALL. MANTEL AND FIREPLACE IN HALL.

Interior Views of the North America's Present Building.



Ebenezer Hazard, First Secretary of the Insurance Company of North America.

fined itself on the start to the writing of marine policies upon "sea risques" of American, West Indian, Chinese, and East Indian ports. There being but two fire insurance companies in the city at the time, and they mutuals, doing a perpetual business, the Insurance Company of North America lost but little time in putting the fire privileges of its charter to practical use, to gain the advantages then offered. On the tenth of December, 1794, the first two fire policies were written. The insurances at first were confined to town risks, but soon they were extended so "that brick or stone houses within ten miles of the city might be insured against fire." This action was shortly followed by a still further broadening of the field, and the company extended its operations more widely over the country.

The life privileges of the company's charter seem to have been but very moderately taken advantage of. A committee consisting

First Building of Schuylkill Water-works, 1799.

of Messrs. Fitzsimmons, Ball, and McMurtrie was appointed in January, 1794, "to consider a policy for insuring persons against capture by Algerines, etc."; and in the following month it insured Captain John Collet, "on his person, against Algerines and other Barbary Corsairs in a voyage from Philadelphia to London, in the ship *George Barclay*, himself master, valuing himself at $500," the premium being two per cent. The demand for this kind of insurance was not extensive, and after following it intermittently for a few years it was finally abandoned altogether.

The career of this great corporation has been like the steady growth of an oak that has reached a dignity in the forest beyond assail, and that, having weathered the fierce attacks of the elements in the past, can rely with courage and fearlessness upon its acquired strength to protect it from assault in the future. It is officered at present by Mr. Charles Platt, president, Mr. G. Charlton Henry, vice-president, Mr. William Platt, second vice-president, Mr. Greville E. Fryer, secretary, and Mr. Eugene L. Ellison, assistant secretary. The building which it erected on Walnut street near Third, in 1880, is one of the most ornamental structures of its kind in Philadelphia.

THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA.

The second stock company in America has been already alluded to in the remarks concerning the North America. The Insurance Company of the State of Pennsylvania, although a company in good standing at the present time, and from its age and financial condition entitled to assume a more liberal view of its capabilities, has been marked by a conservatism throughout its long life that has led it to shun the active career of its early rival.

There was once a Spartan custom which, though cruel in its observance, was calculated to promote a sturdy growth of humanity well fitted to combat with the hardships of those warlike times. It was the custom of putting to death at their birth such deformed and

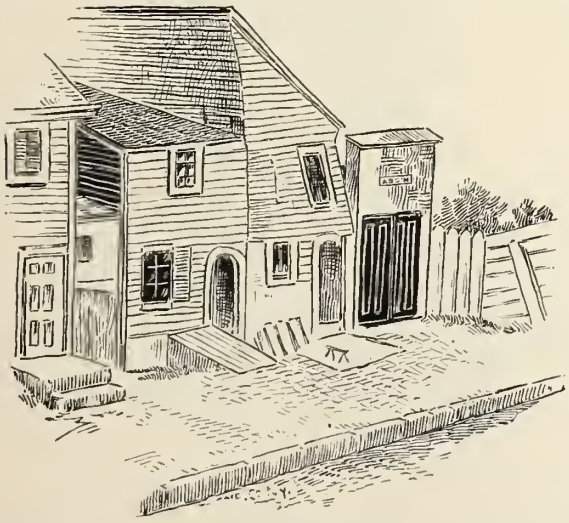
Present Building of Insurance Company of North America, erected 1880.

Building of Union Insurance Company.

sickly infants as might grow up to be a burden to themselves and to the state. In passing along the highway of the history of fire insurance in Philadelphia, as we enter the nineteenth century, and pursue its course, we meet constantly the wrecks of defunct insurance companies that have fought a brief battle and died. They are like the puny Spartan babies, and can command no special consideration. It will be, therefore, with the healthy companies that are still sound and alive to day that we must deal.

THE UNION INSURANCE COMPANY.

Philadelphia is remarkable for a unique selection of old historical buildings, which the constantly increasing needs of commerce and business have not disturbed, and the elements have not destroyed, through a succession of many generations. Some date back to the time of the city's founder, some are associated with the colonial history of the State, and others again are to be revered as national



Engraved from an old painting showing building of "Assistance" Fire Engine Company on Crown street.

heirlooms. There could be no building in the Quaker City more calculated to excite the interest of an underwriter than the "Old London Coffee House," located on the corner of Market and Front streets. Although seared by time, it still stood intact up to 1883, faithful to the duties it had to perform. In this building the first policy of insurance was written in America. It was here, also, that the incorporators of the "Union Insurance Company," the earliest of the nineteenth-century fire companies, held their first meeting. This company was organized July 25, 1803, but was not incorporated until the following year. The projectors of these early Philadelphia companies evinced considerable foresight. While they evidently contemplated on the start the transaction of merely a marine business, they took the precaution to draw their charters sufficiently comprehensive so as to include fire privileges, should they subsequently be inclined to pursue that branch of underwriting. The charter of the Union gave to it the privilege of engaging in the various kinds of insurance then pursued.

The capital of the company was fixed at $500,000, a stockholder not being entitled to more than twenty votes. Among other share

Captain William Jones, first president of American Fire Insurance Company.

holders was Stephen Girard, the merchant philanthropist. Confining itself strictly to ocean marine underwriting on the start, it was not until it had become thirty-eight years of age that the company essayed to write upon inland transportation risks. Dr. Fowler says that "marine insurance is the best preparatory school to fit the underwriter for the greatest scope of exigency. 'A marine office can do a fire business, but a fire office cannot do a marine business.'" If such is the fact, the Union certainly had sufficient schooling before taking up the fire branch of the business, which it did in the year 1865. It has since pursued both departments of underwriting.

The officers of the company at present are W. S. Hassall, president, John M. Cowell, secretary, Charles S. Hollinshead, manager of the fire department, and Hugo Menzell, manager of the marine department.

THE AMERICAN FIRE INSURANCE COMPANY.

It was a sagacious thought that entered the mind of that man who first conceived the idea that an insurance company might be established to do a fire insurance business alone, and that such an institu-

View of the Building of the American Fire Insurance Company and the Philadelphia Office of the Royal Insurance Company of England, showing the front and rear of the former.

tion could succeed without the collateral aid of a marine branch. The early promoters of the "American Fire Insurance Company of Philadelphia," a corporation chartered on the 28th of February, 1810, to do exclusively fire underwriting, made good use of the idea by advertising the great security the company vouchsafed "in not risking its funds by making any assurances on marine or other hazardous adventures, being confined by law to the single object of insuring against loss by fire."

The American had an authorized capital of $500,000, only $200,000 of which was paid up on the start. On the 15th of March the company commenced business, writing its first policy in the home of its secretary, Edward Fox, on Chestnut street near Second. A few weeks later the company purchased the residence of Moses Levy, who had been recorder of the city, which furnished more commodious quarters for the transaction of its affairs. It was the custom in those early days for the secretary to reside over the offices of the company. Mr. Fox and his successors complied with this custom until 1840. The Contributionship, we believe, is the only company at the present time that still requires its secretary to dwell in the same building. Mr. James Somers Smith can, however, have little cause to complain of the requirement, as his apartments in the building of the Contributionship are ample and spacious.

Another custom which prevailed at that time was to have but one salaried officer, and he the secretary. It was taken for granted that the distinction accompanying the office of president was adequate compensation for the duties he had to perform.

Captain William Jones, whose portrait will be found on page 237 of this supplement, was the first president of the American Fire. He had served with distinction in both the Continental army and navy (in the latter under Commodore Truxton), and had won the title of Captain for his distinguished conduct. He afterwards represented the eighth district of Pennsylvania in the National Congress. During the war with England in 1813, President Madison appointed Captain Jones Secretary of the Navy, in order to accept which office he was compelled to resign the presidency of the American. It seems strange that in view of the high offices he had held, that upon the death of Mr. Fox, Captain Jones should have been induced to succeed him as secretary. In those times it was not, however, considered undignified for him to do so. He continued to perform the duties of the secretaryship until December, 1824, when he was chosen Naval Officer of the port of Philadelphia, by President Monroe. He died at the advanced age of seventy-one, at Bethlehem, Pennsylvania, on the fifth of September, 1831. Captain Jones was a man of marked erudition, and had addressed the Chamber of Commerce of his city, on the "Perils and Difficulties of the Winter Navigation of Our Rivers," and also published, of which two editions were sold, "Remarks on the Proposed Breakwater at Cape Henlopen," which he had compiled at the request of the Secretary of the Treasury.

In November, 1840, the company removed from its office on Chestnut street, to a building on Walnut street, where it has ever since remained. The sketch of the building which we show on this page, gives two facades, one on Walnut street and the other on Walling's Alley as the building now appears, after having been remodeled and greatly improved within the past year.

In a letter addressed to Mr. Robert Harris by Mr. Fox in the year 1810, shortly after the company was started, he says: "We should endeavor to extend the company's usefulness into other parts of the State, and for this purpose it is our wish to establish agents in all the large towns." The idea suggested was acted upon, and it is thus claimed for the American Fire, that it was the first fire insurance company to do an agency business. The first loss that the company suffered was the burning of a building in Charleston, S. C., which it had insured before it had even selected an agent to represent it there.

The company has had eight Presidents: Guy Bryan, James Venuxem, Charles Price, Joseph Reed, William Davidson, Samuel C. Morton, George Abbott, and Thomas Maris, who held the office nearly twenty-two years. Mr. Thomas H. Montgomery, who now administers the affairs of the company, has held the presidency since April 25, 1882, and has had a long and distinguished career in the insurance business. Mr. Richard Maris is now the secretary.

Engraved from a crayon portrait of Michael Fox, first president of Fire Association.

Building of Fire Association.

THE FIRE ASSOCIATION.

Five hundred thousand dollars of capital, and not one dollar of it paid in or subscribed. Certainly this is an astonishing statement in respect to a corporation doing a business of over one million and a half dollars annually. Such is the fact nevertheless, and we shall endeavor to satisfy the reader that there is nothing suspicious about it.

In 1813 an association was formed among the hose companies of Philadelphia — a part of the volunteer system of that time — the object of which was to create a tribunal to determine disputes between the members and to establish for them a certain and permanent support. It failed, and in 1817 the organization was dissolved and a new one formed of both engine and hose companies called the "Fire Association." The first meeting was held on the 17th of September, 1817. The companies represented were the "Delaware," "United States," "Hand-in-Hand," "Delight," and "Relief," fire companies, and the "Southwark," "Perseverance," and "Good Intent," hose companies. At this meeting Michael Fox, whose portrait we give, president of the "Delight Engine Company," was elected chairman, Caleb Carmalt, secretary, and John M. Ogden, surveyor. The primary object set forth, was to create an association with a view to promoting harmony and friendly intercourse, to establish those joint relations that ought to exist between institutions whose aims were similar, and to enable them more effectually to perform their duties. The insurance of property against loss by fire seems to have been a secondary object. Each member of the companies in the association could effect insurance with it at five per cent. less premium than non-members.

There being no capital paid in, the companies pledged all their apparatus and property, and the trustees made themselves personally liable for all losses. A charter was immediately applied for, but owing to the opposition of older insurance companies, who based their hostility upon the fact that no capital had been paid in, it was refused. The matter was vigorously contested on the part of the fire companies, and at the next election for members of the State legislature, the question of granting a charter was made a test one. The firemen were successful and the charter was signed by the Governor on the 27th of March, 1820.

From 1817 to 1824 each meeting of the trustees elected a chairman who conducted the routine affairs of the institution. On March 26, 1824, Michael Fox was elected first president. Although there was no prohibition to that effect in the original charter, the business was confined to the city and county of Philadelphia. In 1832 the trustees applied for an amendment to the charter, relieving them of individual responsibility, which was granted. Another object of the amendment, was to prevent the payment of any dividends to the companies forming the association, until "the monies arising from annual premiums, interest on loans and profits should amount to the sum of $100,000." At this time the number of fire companies associated had increased to forty-five; subsequently three more joined.

The first members of the association paid no entrance fee; afterwards, however, a fee was imposed which was raised as the assets of the association increased, until the fees amounted to $7,500, and in one instance $10,000 was offered which was refused by the board of delegates. In April, 1838, the charter was further amended so as to admit the company to do a general insurance business.

Thirty-three years after its organization, the association suffered a great loss, caused by the Water and Vine streets fire, which swept away nearly all the accumulations of its one-third of a century of existence. The blow was doubtless a staggering one, yet the way in which it was met turned what seemed a calamity into a blessing. Before the rubbish and debris were removed, the trustees, Messrs. George W. Tryon, Warner Esler, Keyser Reith, Hamilton Tomkins, Ogden, Saunder, Forepaugh, and Taylor met and issued a joint note made payable to the order of their treasurer, and upon this personal liability obtained from the Western Bank the money to meet the losses promptly, while they had time to convert the assets of the association into cash. This prompt course secured the confidence and sympathy of the whole community. Business again poured into the company at a rate which soon made up the loss.

Building of the Mechanics' Insurance Company.

In 1870, Philadelphia established a paid fire department. This compelled the disbandment of the volunteer system which had existed from 1843 to that time. The dismemberment of the volunteer department and consequent dissolution of the fire companies composing the organization, rendered it necessary that the Fire Association should deliver, in some tangible form, to each of those companies, their equal share in the assets of the concern, so that they in turn might further distribute them as they saw fit, to their individual members. With this end in view a charter was obtained in 1871, converting the association into a joint stock company with a capital of $500,000, divided into 10,000 shares, par value $50, the capital being formed from the assets. This gave to each of the forty-eight companies 208 shares, the remaining sixteen being purchased by the company. When this change took place the assets were $1,705,309. When the stock was delivered to the several fire companies, it was either divided among the members or sold to such purchasers as could be found.

William T. Butler, for many years secretary of the association, was elected president of the reconstructed company. He was succeeded by Mr. A. London Snowden, who, in turn, was followed by Mr. J. Lightfoot, the present president. In February, 1883, Mr. E. C. Irvin, who had been the general agent of the Phœnix of Hartford, was elected vice-president of the company. The present building of the Fire Association stands on the corner of Fifth and North streets, and was completed in March, 1831. The grave of Franklin lies almost under its shadow.

Exterior and Interior view of building of Pennsylvania Fire Insurance Company.

THE PENNSYLVANIA FIRE INSURANCE COMPANY.

The second stock company chartered to do exclusively a fire insurance business in Philadelphia, was the "Pennsylvania Fire Insurance Company," a corporation that has kept the name of its State conspicuously before the people of the United States, so far as their insurance interests are concerned, nearly sixty-three years. The charter of this company bears date, January 26, 1825. Among its first board of directors were some of the most prominent citizens of Philadelphia. The board consisted of nine members as follows: Jonathan Smith, R. B. Caldcleugh, William Boyd, Thomas Kettera, Henry Toland, David Correy, Paul Beck, Jr., John H. Stevenson, and John R. Neff. About a month after, its charter was approved by the Governor of the State, the company began business in the residence of its first president, Robert A. Caldcleugh, on Walnut street opposite Independence square. Throughout its long life it has always remained in the same locality. The old residence, however, was subsequently fashioned into one of the purest pieces of Egyptian architecture in the country, and reconstructed so as to better accommodate the increasing business of the company. The first secretary was Jonathan Smith, John McCauley assuming Mr. Smith's place on the board of directors.

The company began its operations with a capital of $200,000, which remained at that figure until 1863, when a part of the surplus acquired was appropriated to the increase of the capital stock to $400,000. The charter of the company was perpetual. Some restrictions as to the stockholders were contained in it, to the effect that twenty-five votes were the maximum allowed to any one stockholder, and no person was to hold more than one hundred shares. After the first installment of ten dollars a share was all paid, the stock commanded a premium of ten per cent. on the payment made. This is evidence of the favor with which the new enterprise was regarded. The original directors were conservative men, and accordingly the company commenced by doing a very cautious business. In 1872, a more enterprising board held the reins, agencies were established, and the company enlarged very considerably its scope of operations.

Mr. Caldcleugh, the first president, was succeeded in 1835, by the

secretary, Mr. Smith, who held the office up to 1839. Quintin Campbell followed, with a term of fourteen years, when he resigned, and Jonathan Patterson became the chief officer. He died in 1865, and the presidency was then conferred upon Daniel Smith, who retained it until 1873. Being then eighty-three years of age, he resigned, and Mr. John Devereux, the present president, was elected. For a period of twenty-seven years the Pennsylvania had with it in the capacity of secretary, Mr. William G. Crowell, who joined the company in 1854, and who died in January, 1881. The other officers of the company at present, are Mr. R. Dale Benson, vice president, Mr. John L. Thomson, secretary, and Mr. W. Gardner Crowell, assistant secretary.

A glimpse of the Schuylkill Water-works in 1812, from under the old Callowhill Bridge.

THE FRANKLIN FIRE INSURANCE COMPANY.

When we consider the very important part that Benjamin Franklin played in the early history of insurance in this country, we might deem it strange did no insurance company bear his name. As a matter of fact, there have been, at least, half a dozen companies, organized in various cities of the United States, that have found in the word Franklin, a title admirably adapted for their business purposes. Of these companies, none is better suited to take the lead than the one that was founded in Philadelphia, nearly forty years after the death, in that city, of probably the greatest benefactor of mankind this country has produced.

On April 22, 1829, Governor J. Andrew Shulze of Pennsylvania, approved a charter giving life to the "Franklin Fire Insurance Company of Philadelphia." Twelve commissioners were authorized, under this act, to receive subscriptions to the capital stock of the new company. They accordingly published notices in the newspapers of the time, to the effect that on May 13th, at the house of Daniel Rubicam, No. 20 South Sixth street, the books would be open for subscriptions. Their task was not a protracted one, for in less than twelve hours from the time appointed, the entire $400,000 of capital was bespoke. In the following month, and at the same place, the first meeting for the election of officers and directors was held. It resulted in the following selections: For president, Richard Willing (Samuel W. Jones had been elected to the office but declined to serve); for secretary, Charles Dutilh, for directors, Richard Willing, James Schott, Samuel W. Jones, Thomas Hart, Henry C. Carey, Thomas J. Wharton, Tobias Wagner, Charles Roberts, Levi Ellmaker, and William Chaloner.

On the 25th of June, 1829, at No. 163½ Chestnut street, premises leased from Stephen Girard, the company commenced business. The first perpetual policy issued — and "perpetuals" were a leading feature with the Franklin — was made out to one Oliver Evans, a Quaker, and covered "a three story brick building, situate No. 65 North Second street." This building still stands insured by the company. In October, the demands of the company's increasing business rendered it necessary to enlarge its quarters on Chestnut street, and accordingly the adjoining property was added to its offices. Upon the first of May, 1873, the directors bought the property situated at No. 421 Walnut street, the present home of the company, and adapted the building to its needs. Mr. Richard Willing, the first president of the Franklin, did not remain long in office, and declined to be re-elected. He was followed by William Chaloner, who was succeeded in December of the same year by Clement C. Biddle. After five years of service, Mr. Biddle refused a re-election, and Henry C. Carey was chosen in his stead. In February, 1837, Mr. Charles N. Bancker became president of the company, and upon his decease in February, 1869, Mr Alfred G. Baker assumed the office. In January, 1882, Mr. James W. McAllister, whose association with the company dates back over a period of twenty-five years, and who had held the position of secretary and vice-president, was elected president.

THE FIRE INSURANCE COMPANY OF THE COUNTY OF PHILADELPHIA.

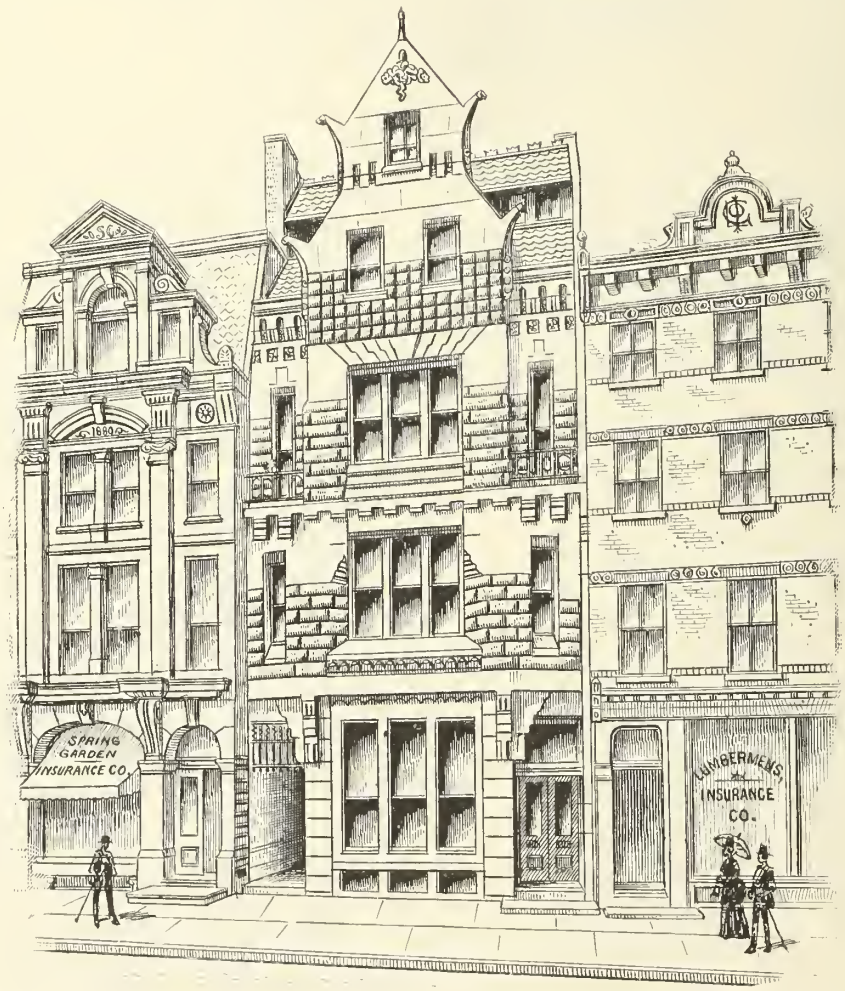
A company that has struggled for a great many years under a name so burdensome that it is quite remarkable that it has succeeded as

Buildings of the Franklin and United Firemens Insurance Companies.

well as it has, is "The Fire Insurance Company of the County of Philadelphia." This company followed the incorporation of the Franklin, a perpetual charter having been granted to it May 3, 1832. The maximum capital of the company was placed at $400,000 in shares of $100 each. After the first $100,000 of the capital should be paid in the company was to be allowed to commence business. In the following April it began to write policies and had opened an office on Third street. Augustin Stevenson was chosen president, and Jacob F. Hoeckley secretary. "The Fire Insurance Company of the County of Philadelphia shall always be north of Vine street, in the city of Philadelphia." This is a curious restriction adopted in April, 1834, but one, however, that has been easily complied with. In 1883, the full amount of the capital its charter allowed was raised, and since that time the company has increased its premium account quite rapidly. Mr. James N. Stone is now its president, and Mr. John W. Dulles its secretary.

THE SPRING GARDEN FIRE INSURANCE COMPANY.

The incorporation of fire insurance companies that should be local to certain districts of Philadelphia, seems to have been the fashion in that city at the close of the first third of the present century. We have just had one that was compelled to live north of Vine street, we now run across another that was to find its home within the bounds of the Spring Garden district of the city, wherever that was. There were also others scattered about that have since died. The company that we are now dealing with made its name a local one to its own especial neighborhood and called itself the "Spring Garden Fire Insurance Company of the County of Philadelphia." It afterwards dropped the unwieldy part of its cumbersome title and at present it is known as the Spring Garden Fire Insurance Company. The charter bears date the 10th of April, 1835, and the capital limit was placed at $400,000. The first meetings of the board of directors were held in the old Penn Township (now Penn National) Bank, located at the time on the northwest corner of Sixth and Vine streets; the office of the company being for many years at Sixth and Wood streets. In April, 1881, it removed to Walnut street where it had erected a very handsome office building. The first president of the Spring Garden was Miles N. Carpenter, and its first secretary, Samuel Hart. During its long life it has had many of the prominent citizens of Philadelphia upon its board of directors. It has always been conservative, and during the greater part of its history has confined its business operations to Philadelphia and vicinity. Mr. Nelson F. Evans, the present president, has had a long association with fire underwriting. Jacob E. Peterson is now secretary.



Group of insurance offices on Walnut street showing buildings of Spring Garden, Reliance, and Lumbermen's Insurance Companies.

THE RELIANCE INSURANCE COMPANY.

On the third day of May, 1841, the governor of Pennsylvania affixed his official autograph to a charter, incorporating "The Reliance Insurance and Trust Company." Thirty-two gentlemen are named in the act as corporators. Of these, only one is living to-day, his name is I. V. Williamson. The company was to have a capital of $500,000 when it should be all subscribed, in the meantime it was privileged to commence business when it had succeeded in obtaining subscribers to one thousand shares, and the subscribers had paid in at least five dollars on each share. The charter also permitted the company to do a fire and marine business, and was made perpetual. In August, 1844, the company had acquired sufficient capital to start. On April 24, 1863, a supplementary charter was granted the corporation, in which its name was changed to the "Reliance Insurance Company of Philadephia," the capita-stock was reduced from $500,000 to $300,000, and the number of directors increased from nine to thirteen. Under this charter it has since operated. The officers at present are Thomas C. Hill, president, and William Chubb, secretary.

THE DELAWARE MUTUAL SAFETY INSURANCE COMPANY.

In pursuing chronologically the development, in Philadelphia, of the various insurance companies that have sprung up to remain permanent institutions of that city, we find that in the year 1844, an insurance company left its native town, and crossed the Schuylkill River, to take up its future home in the Quaker City. The Delaware Mutual Safety insurance company, therefore, is not to be classed strictly as among the Philadelphia companies, only inasmuch as that city has seen fit to adopt it during its residence there.

The company was chartered in 1835 as the "Delaware County Insurance Company," with a capital limited to $250,000, divided into one thousand shares of twenty-five dollars a share. It commenced

business with $100,000, the balance of the capital being guaranteed upon the personal liability of the shareholders to meet losses if necessary, and the company was to insure against losses by fire, the property of the citizens of Delaware County. Subsequently the charter was amended so as to permit the corporation to do general fire, marine, and inland transportation underwriting, provided one-half of the capital should at least be paid up. On the first of May, 1843, all conditions having been complied with, the company assumed its present title, and soon afterwards an office was taken in the Merchants Exchange building, in Philadelphia, to which the company was transported. In 1853 the southeast corner of Third and Walnut streets was purchased, and the present building erected there.

THE GIRARD FIRE AND MARINE INSURANCE COMPANY.

Old Mr. Stephen Girard, the sea captain, trader, merchant, and banker, justly deserves to have his name commemorated in the city of his adoption, not only for the great charitable consideration which he manifested in founding a college for the education of orphans, which, in the beauty of its architecture, has no rival among the Grecian buildings of modern times, but for the munificence of his public and private bequests as well. In character he was just to severity, frugal if not parsimonious, but not avaricious; generous in his public charities, but unflinching in exacting the last farthing that was due him. If not an underwriter he was not unmindful of the needs of the Quaker City, in respect to fire insurance, as we have already seen, and had taken a substantial interest in the promotion of at least one fire company. It is fitting therefore, that one Philadelphia company should bear his name.

In April, 1853, the "Girard Fire and Marine Insurance Company" was incorporated. The capital was $200,000, of which only $20,000 was paid in, the remaining $180,000 being guaranteed by stockholders' notes. The most industrious promoter of the enterprise was Mr. Alfred S. Gillett. Hon. Joel Jones, president of Girard College, was elected president, Hon. George S. Woodward, a former chief-justice of the State, was chosen vice-president, and Mr. Gillett was made secretary. The stockholders were nearly all men of prominence in the community.

Owing to the marine branch of the company, which proved disastrous during the first years, and other causes for several years following its corporation, the Girard had a troublesome existence for a while. It met however, all losses and vicissitudes boldly, and surmounted them. Calls were made upon the stockholders from time to time which, up to 1857, were promptly met. In December of that year, it was voted to call in the balance of what remained due, but some of the shareholders being unable to meet the call, the capital was decreased to $160,000. It was afterwards raised, however, until it reached $300,000 where it has remained.

THE UNITED FIREMENS INSURANCE COMPANY.

We have seen how a few of the volunteer fire and hose companies had formed, in 1817, an organization for their mutual protection and assistance, and having an auxiliary duty in insuring the property of its members against loss by fire. How that organization grew from year to year, and the initiation fee for new members kept pace with its growth until it reached thousands of dollars, and how the association has finally become a powerful corporation, with ramifications extending over the entire country.

First use in America of Phœnix, as a device for representing fire insurance. Originally introduced by Spring Garden Insurance Company.

Forty-three years after the foundation of the Fire Association, the number of volunteer fire companies members of it, and those not, were about equally divided. The "outs," while they felt that they were entitled to at least some consideration from the Association, for the reason that they aided "as much in the extinguishment of fires and protection of property as those who were members thereof" found themselves practically excluded from joining it by the exorbitant fee demanded. Failing to obtain any recognition from the Fire Association, they determined to set up an organization of their own. Accordingly they applied for a charter, which was granted on the second of April, 1860, incorporating the "United Firemens Insurance Company of Philadelphia." Twenty-eight representatives of as many companies were the original incorporators, among them William A. Rollin of the "Schuylkill Hose Company" and Conrad B. Andress of the "Northern Liberty Hose Company." The latter was elected president, the former, treasurer, and William H. Fagen, secretary of the new company. The capital stock was placed at $100,000 with authority to increase it to $300,000. On April 1, 1861, the company commenced business by issuing its first perpetual policy to Samuel P. Fearon, one of the prominent firemen of the time. The company was successful, and in 1882 the capital was increased to its maximum figure. In the same year the company built a very elegant office building at No. 419 Walnut street, a glimpse of which we give on page 253. The officers of the company are, at present, Mr. Joseph L. Caven, president, Robert B. Beathe, vice-president, and D. J. Sweeney, secretary.

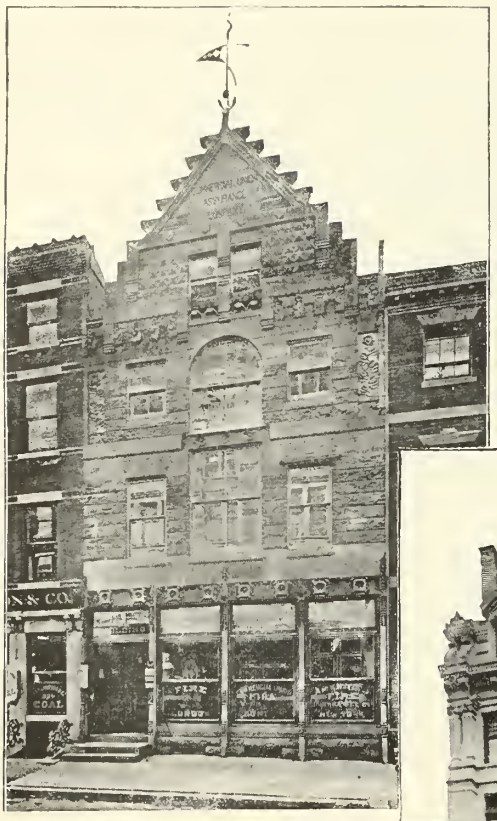
Building of Delaware Mutual Safety Insurance Company.

THE JEFFERSON FIRE INSURANCE COMPANY.

On the 30th of March, 1855, the "Jefferson Fire Insurance Company" was incorporated with a perpetual charter and authorized capital of $500,000. With a paid-up capital of $100,000 it commenced business. The original officers were George Erety, president, John F. Belsterling, vice-president, and Philip E. Coleman, secretary. The cash capital has never been increased and its business has been chiefly local. Mr. W. McDaniel, president, Mr. P. E. Coleman, secretary.

THE MECHANICS FIRE INSURANCE COMPANY.

Whether the "humbler classes" of Philadelphia could find indemnity for the loss by fire of their buildings or not, with the already established companies of the Quaker City, does not seem to have



Commercial Union's Building.

been the question at the time the Mechanics Fire insurance company was gotten up The object of the projectors of this new corporation would appear to have been to take this class of property owners and the building associations in hand, and give them an insurance company that should especially feel their interests. The company obtained its charter on the 13th of April, 1854, and commenced operations with a capital of $125,000. Mr. William Morgan was elected president, and Mr. Bernard Rafferty, secretary. The company continued its special line of business, writing chiefly perpetual policies until 1881, when it branched out and entered somewhat the agency field. The capital stock was at the same time increased to $250,000. In 1881, the handsome building, a cut of which will be found on page 251 of this supplement, was erected on the corner of Fifth and Walnut streets. Mr. Francis McManus is now the president, and Mr. John H. Davis its secretary.

Liverpool & London & Globe's Building.

THE LUMBERMEN'S INSURANCE COMPANY.

In the year 1873, the rate on lumber in Philadelphia was too great, or, at least, so thought the dealers in that important commodity. The lumbermen, therefore, held a convention and declared that they would no longer submit to the imposition, and that they would organize the "Mutual and Joint Stock Lumbermen's Insurance Company of Philadelphia." When they began to insure themselves, however, they soon found that they had been slightly mistaken about the proper cost of insuring lumber, and that their enterprise could not be made to pay, unless they could strike a better average by doing a general insurance business. So they modified their original ideas and incorporated the "Lumbermen's Insurance Company," in June, 1873. The company began business in the following year with a capital of $250,000, writing all kinds of good risks, and has succeeded very well ever since. It has now for officers, Mr. Joseph H. Collins, president, and Mr. Oliver H. Hill, the secretary.

Philadelphia has had its share of specialties in insurance, as we have noticed. And it is worthy of more than passing attention that here, as elsewhere, these specialties have been found too narrow to base an enduring commercial success upon. Green trees are well in their way, and so is lumber, but neither taken alone furnishes a good foundation for an insurance company. And while the change in plans and broadening in ideas of the directors of the Lumberman's is evidence of their wisdom and understanding, it is also useful as a lesson to the specialists of to-day. We still have with us the dissatisfied property owner. He is not satisfied with his rate, and in open convention he talks loudly of the imposition practiced upon him by underwriters. He insists upon organizing a druggists' insurance company to insure druggists, a flouring mill company to insure flouring mills, and so on through the whole category of trades and occupations. And in the end he will find it still true that no man can stand or fall alone, but is dependent upon other interests than his own.

GERMAN INSURANCE COMPANIES.

Philadelphia, like most of our large cities, has its Teutonic population and also its Teutonic insurance companies. There exist in the Quaker City, two corporations that cater to the business of Germans. Of these, the "German Fire Insurance Company," incorporated in March, 1871, with an authorized capital of $800,000, and a paid-up capital of $100,000, is the older, but only by a few months. The "Teutonia Fire Insurance Company" acquired its corporate existence in August of the same year, its capital being limited to $400,000, one-half of which has been paid up. Both companies have a perpetual charter but do a very limited business.

THE EARLIEST LIFE INSURANCE COMPANY IN AMERICA.

Life insurance in this country has an origin almost as distant as that of fire insurance. Before us is a letter from the Rev. N. L. Upham, the present secretary of the oldest life insurance organization in America. In it he claims for the "Presbyterian Annuity Fund" of Philadelphia a longevity of one hundred and twenty-eight years and six months. This corporation, the charter for which was procured from the proprietary government of

Mutual Life's Building.

Pennsylvania on January 11, 1759, by the Presbyterian synods of Philadelphia and New York, was organized for the relief of "poor and distressed Presbyterian ministers" and for "the poor and distressed widows and children of the same."

From a little leaflet issued by the company we take the following:

"From the beginning full powers were given to this corporation '*to receive and accumulate funds*' so as to secure a return payment after a given time or after death, either yearly or at once, yet always, as we now understand it, for *clergymen* only of the Presbyterian faith and form of government, and their surviving families. Hence, especially of late, its name, 'The Presbyterian Annuity Company' or 'Presbyterian Annuity and Life Insurance Company,' its name before, as in the charter, being really too long to keep alive any longer."

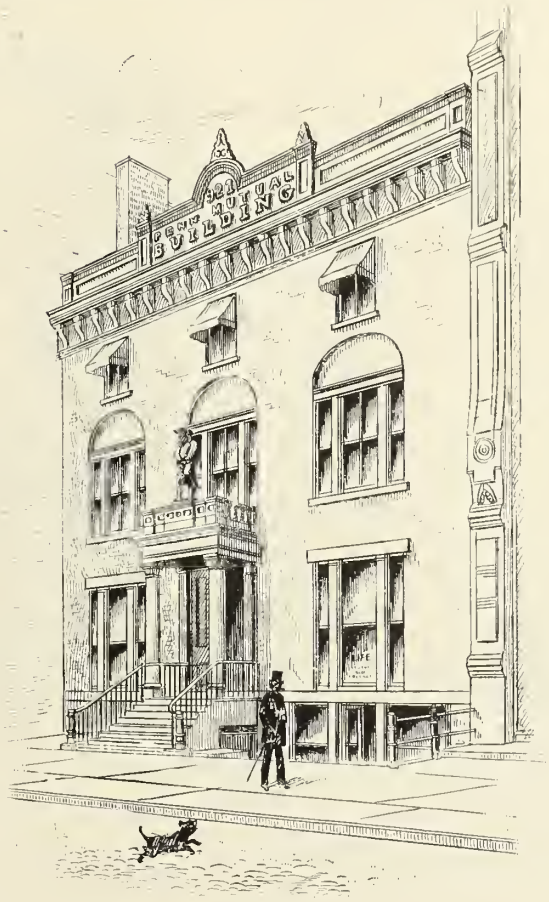
THE EPISCOPAL CORPORATION.

An institution that has grown to more extensive proportions than the above, and which has probably had a greater influence upon the establishment of life insurance in this country, is the "Corporation for the Relief of the Widows and Children of Clergymen in the Communion of the Protestant Episcopal Church." On February 7, 1769, the provincial government of Pennsylvania issued letters-patent chartering this corporation. Mr. John William Wallace, who has written a very complete history of the company, is disposed to give the credit of its origin to the Rev. Dr. William Smith, "a man of a bold and original cast of thought, of active usefulness, and of great powers of giving effect to all he undertook." About the same time the company was chartered in Pennsylvania, the original incorporators were constituted a corporation by the governments of New York and New Jersey, in each of which provinces the society was the same in its character and aims.

"No effort in such a matter," says Mr. Wallace, "could have been well made at Philadelphia, in the year 1769, by such gentlemen as then represented our province in the board of managers, without some consultation with the great 'economist and calculator' of his day, Dr. Benjamin Franklin, then our provincial agent. His tastes led him to inquiries of this class, and though Dr. Smith had been estranged from him, and charged him in 1762 with want of truth and with malignant tempers, Franklin was not the less, in 1769, in frequent correspondence with some of the citizens of Philadelphia who formed the early members of the society, and as one of the trustees of the College of Philadelphia was, to some degree, in association probably with Dr. Smith himself." Upon the rates for annuities and endowments established by Franklin did the company operate.

The Episcopal Society's home in Philadelphia is at the present time in the same building with the Contributionship, a sketch of which is given on page 246.

It will thus be seen from Dr. Franklin's association with both this company and the Contributionship how great a claim he has to the distinction of being the most influential of the original promoters of insurance in America.



Home of Penn Mutual Life Insurance Company.

The portrait of Franklin, which we give as a frontispiece to this supplement, is taken from a copy by Etter, which copy is said to be even better than the original, an oil painting by Martin, painted during Franklin's lifetime. The painting, from which our picture is engraved, hangs in the office of the Franklin insurance company. The portrait has a story that may not prove uninteresting to the reader.

Two merchants of Philadelphia, away back in colonial days, became entangled in a dispute, arising out of their business transactions, which neither of them could solve to their mutual satisfaction. Although no animosity grew out of the disagreement, the matter became so serious as to threaten the rupture of their friendship, when the happy thought of referring the whole subject, with its attendant mass of accounts, documents, and papers, to Dr. Franklin. He accepted the task and became the arbitrator. After weeks spent in the laborious work of fathoming the intricacies of the dispute, he rendered a decision which is said to have been so logical, as well as just and equitable, that both parties were entirely satisfied, and bound themselves by it. One of the gentlemen appreciated the services which the great Doctor had rendered, so highly that he employed the artist named to paint his portrait. This was done, showing Franklin in his favorite attitude of resting his chin on his thumb, and in the act of examining the disputants' papers

THE PENN MUTUAL LIFE INSURANCE COMPANY.

February 24, 1847, the legislature of Pennsylvania granted a charter to "James C. Richardson, John G. Brenner, Richard S. Newbold, William M. Clarke, William B. Cooper, John W. Horner, Samuel C. Shephard, William A. Everly, Daniel L. Miller, William Robertson, Samuel Dutton, Daniel L. Hutchinson, Edward Lukens, William Martin, Edmund A. Sonder, Ellis S. Archer, William B. Hart, Edward H. Trotter, Samuel E. Stokes, Benjamin Coates, Theophilus Paulding, Lewis Cooper, Samuel W. Weer, Charles Schaffer, Augustus W. Harker, Joseph M. Thomas, William H. Carr, and all other persons who may hereafter associate with them," as a corporation by the name of "The Penn Mutual Life Insurance Company." This was the first purely mutual company in the State, and one of the original mutual offices in the country. The charter further provided that those who should insure in the company and continue so to do, should become members of the corporation, and be entitled to elect the trustees. No proxies were allowed, and every member was to vote according to the amount of the premium on his policy, depositing his vote in person. The board of trustees should consist of twenty-seven persons, all of whom must be policyholders as well. The corporation was empowered "to insure the respective lives of its members and others, and to make all and

Old cut of William Penn used by Penn Mutual Life Insurance Company.

every insurance appertaining to, or connected with life risks, of whatever kind or nature, and to receive and execute trusts, to make endowments, and to grant and purchase annuities."

The mutual plan of life insurance being at that time a comparatively novel idea, and not generally comprehended in the community, the directors determined to raise a temporary guaranty capital of $100,000, which it was expected would excite confidence in the company until it was fairly on its feet. This capital was obtained upon interest-bearing notes. The officers are required to make in January of each year, a statement of its affairs, and if, after paying all losses and expenses, a surplus remains, each participating policyholder is allowed an equitable proportion of such ascertained divisible surplus, in the reduction of his premium when settled at the next anniversary of his policy; or otherwise applied as requested in the application for insurance. These returns were for many years in the form of a script certificate upon which interest was paid, the script being received at the discretion of the board of trustees in reduction of premium only after the assets amounted to or exceeded $400,000. Interest was paid upon the script certificates, thus issued, until the year 1861, when it ceased by a resolution of the board, and several of the earlier certificates were made receivable in reduction of premiums as the latter fell due. This was repeated each year, script certificates being annually canceled and new ones issued for the current year's surplus, until all the script thus issued to the members has been redeemed. In 1870, the legislature of the State granted an amendment to the charter, authorizing the board of trustees to return the surplus in cash in reduction of premiums, or in script, or by way of reversionary additions to the policy. Since that time, the surplus has been divided upon the contribution plan, apportioning to each member his share of the divisible surplus, in reduction of the annual premium thereafter due upon the policy. In April, 1860, the company having accumulated assets to the amount of nearly a million dollars, and having acquired a substantial reputation, it determined to discontinue its guaranty capital as it was no longer needed.

Cut of Penn's Seal used by Penn Mutual Life Insurance Co.

Although not restricted so to do, the company limited its field of operations for many years to the territory comprised within the States of Pennsylvania, Delaware, and Maryland, and it is doubtless owing to that fact that its business has been more limited in amount than that of other companies of its age and standing. In 1868, the company concluded to branch out more extensively. The results which have followed have proven the wisdom of its course.

The first officers of the Penn Mutual were Daniel L. Miller, an old merchant, president; William Clarke, vice-president, and John W. Horner, secretary. President Miller resigned after fifteen years of service, and was succeeded by James Traquair, who held the office until 1870, when he declined a re-election and gave up the position to Samuel C. Huey, he in turn was followed by Edward M. Needles, the present incumbent. The other officers of the company at present are Horatio S. Stephens, vice-president, Henry C. Brown, secretary and treasurer, J. J. Barker, actuary, and H. C. Lippincott, assistant vice-president. The building which the company occupies on Chestnut street near Ninth, was erected in 1814, and purchased by the company in 1860. It is plain but spacious, and well adapted to hard work. The company recently purchased the premises adjoining its present quarters on the west, and purposes at some future date erecting a new and

more elegant edifice for its home. It is an interesting note in connection with this company that the second policy it issued is still in force, being held by Benjamin Homer, a gentleman over seventy-two years of age.

THE AMERICAN LIFE INSURANCE COMPANY.

About the middle of the present century there was what modern parlance would term a "craze" for health insurance in the United States, and many companies sprung up, not only in Philadelphia, but in other cities as well, to transact this particular business. Most of these have long since ceased to appear in the reports of their respective States.

In our Hartford supplement, in giving a sketch of the origin of the Phœnix Mutual Life insurance company, we called attention to the fact that the main object of its incorporation was to furnish insurance at cheaper rates upon total abstinence lives. At about the same time a similar company was chartered in Philadelphia, having the object in view of not only restricting its policies, so far as practicable, to such persons as conformed to total abstinence habits, but as stated in its charter to "embrace the mutual system, thus combining the benefits of both a stock and mutual insurance company, and to have power to insure the respective lives and health of its members, and others, and to make all and every insurance appertaining to life risks of whatever kind or nature, and to receive and execute trusts, to make endowments, and to grant and purchase annuities."

This was the "American Life and Health Insurance Company," the act of incorporation of which was approved April 9, 1850. The capital was $500,000, divided into 10,000 shares of the par value of $50. To John C. Sims, an insurance agent in Philadelphia, is this company indebted for its existence. His connection with the Sons of Temperance, as well as with the house of representatives at Harrisburgh, probably gave him the opportunities he needed to promote the enterprise. When the company was organized he became its secretary, and Leonard Jewell its president.

The total abstinence clause in the company's policy read: "And it is hereby declared and agreed, that if the said shall, during the continuance of this policy, use as a beverage, any spirituous or malt liquors, wines or cider, or shall use the same in any other manner internally, except when prescribed as a medicine by

a physician in case of sickness, and then only during actual confinement from sickness, all moneys that shall have been paid on account of this insurance shall be forfeited to the said company, and this policy shall become void." As for the health department, it was pursued with extreme caution. Joint stock and mutual policies were also written by the company in amounts not exceeding $5,000. The demands for non-alcohol insurance did not meet the supply, and after a time the American was forced to abandon its temperance business. The company also ceased to operate in the health field. For many years the American rested dormant, and withdrew from the active life it had pursued for so long a time. It has recently determined to renew aggressive work, and may be expected to become a formidable rival in the field. What policy will be pursued in the future has not as yet been determined upon, but the Hon. John J. McFarland, the lately elected president, is laying out a plan of operations that will be announced in due time, we suppose.

Building of the Provident Life and Trust Company on Chestnut Street.

THE PROVIDENT LIFE AND TRUST COMPANY.

In the first half of the present century there was incorporated in England, an association known as the "Friends' Provident Institution of England." Its operations were exclusively confined to the society of Friends and the descendants of Quakers. Its mortality experience was exceptionally favorable. This corporation furnished the hint to certain wealthy Friends of Philadelphia for a similar organization in that city, and on the 22d of March, 1865, a charter was obtained from the legislature of the State of Pennsylvania, incorporating the "Provident Life and Trust Company." A capital of $150,000 was speedily subscribed, and in July of the same year the company opened its first office on Third street near Walnut. The capital has since been raised to $1,000,000.

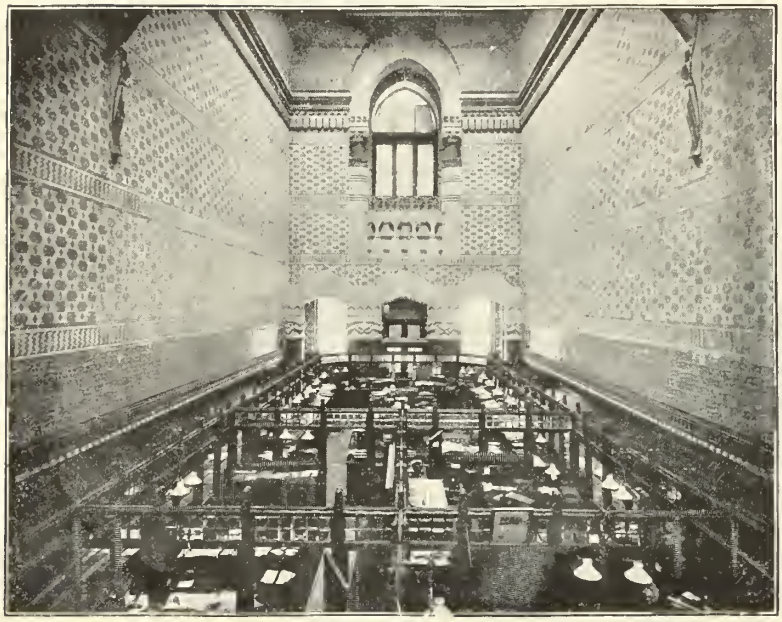
The incorporators of this new enterprise determined to give to the company a broader scope of operation than that pursued by the English corporation, and accordingly, in several important features, it differs from that institution. While it has not been denominational in respect to its life insurance business, and has gone very extensively beyond the circle of Friends in the selection of its risks —always, however, keeping within the limits of persons whose habits were similarly prudent—its mortality experience has been remarkably good.

The business of the company is also twofold and embraces the management of trusts as well as the insurance of lives. Both branches have been most industriously cultivated, and in respect to their volume of business, have kept nearly equal pace with each other, the insurance branch taking a slight lead. The relations of the two departments are fixed by the company's charter, and the accounts and investments are kept distinct and separate. The charter provides that the entire surplus in the insurance department must be used for the benefit of the policy-holders. The only direct or indirect advantage which the stockholders can have from the union of the two features of the company results from the fact that the management of the trust business from which they derive their profits, is done for them without cost. To be relieved from the expense of management is an advantage of the stockholders, but not more than commensurate with the benefit which the policy-holders derive from the additional security arising from the large capital, the active supervision of the stockholders of the affairs of the company, and the association of the life insurance and trust business.

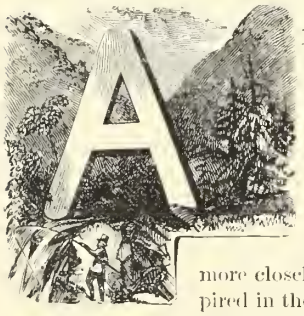
The life branch of the Provident is conducted on the purely mutual plan, and on the start the company employed the half-note system. It soon abandoned the credit method and adopted an all-cash basis. The company was not a year old when it applied for admission into Massachusetts, and was the first Pennsylvania life insurance company to enter the Bay State. In 1868 it was also the first to be admitted into New York. It has since branched out very extensively into the agency business throughout the United States.

The rapid increase in the business of the company has demanded from time to time more commodious quarters. In 1879 the present building was erected as a permanent home. It is one of the handsomest and most original structures in Philadelphia. In ornamentation and general effect the building is massive and solid, and is admirably suited to the character and purposes of the institution for which it was built. It is located at 409 Chestnut street, and has a large wing running through to Fourth street, which is fitted up for the use and convenience of its agents when in Philadelphia.

Although the company has not been confined to the control of Friends, still its board of directors has always been composed of members of that religious sect. Mr. Samuel R. Shipley has been the president of the company since its incorporation. Mr. Asa S. Wing is the present vice-president, and Mr. Rowland Parry the actuary. Mr. Joseph Ashbrook has been for a number of years the manager of the insurance department.



Interior view looking towards entrance, of Provident Life and Trust Company's Building.



AND so we come down to the year 1887, without having to add any more to the already long list of Philadelphia insurance companies. In the brief space which we have allowed ourselves in which to confine this sketch, we must regret having had to pass over many events of interest and importance, that would have knit more closely the web of events that have transpired in the Quaker City's century and a half of insurance history. If any reader who has followed us thus far, is disposed to examine more closely what we have but superficially outlined, he will find in Mr. Thomas H. Montgomery's "History of the Insurance Company of North America," Dr. Fowler's "A Bi-centennial Insurance Retrospect," a sketch by Mr. Horace Binney of the Philadelphia Contributionship, and a similar sketch by Mr. John William Wallace of the corporation for the relief of the widows and children of clergymen in the communion of the Protestant Episcopal Church, works from which we have borrowed much, a great deal to interest and instruct him.

We have made this supplement to THE WEEKLY UNDERWRITER somewhat different from those which have preceded it, for two reasons. The Philadelphia underwriter is not only a modest and retiring man, naturally, and therefore averse to seeing his features displayed to the public gaze, but he is also proud, and justly so, of his city. Its historic monuments and associations, its public buildings, its rivers, its bridges, its parks, and all that goes to make up the character of the largest city in the United States, are very dear to him. The insurance buildings of Philadelphia are themselves a striking feature of some of its streets, and we have endeavored to put in this supplement, not only these architectural adornments so that they may be seen to such advantage as is possible with the means at our command, but some of the remembrancers of past generations of underwriters and of Philadelphians.

Our illustrations begin and end appropriately, as we think, with Benjamin Franklin. There is a flavor of Philadelphia about Franklin, or rather, perhaps, Franklin impressed his personality upon Philadelphia in such a way that it has never disappeared. He had more or less to do with the early history of insurance too, and one of Philadelphia's principal fire insurance companies bears his name, and is the owner of the portrait from which our very excellent engraving on page 245 is taken. There were very few enterprises in those early days which did not bear about them somewhere the marks of Franklin's touch and the impress of his genius. He and his compatriots not only made a government to endure, but their business enterprises were also built upon enduring foundations.

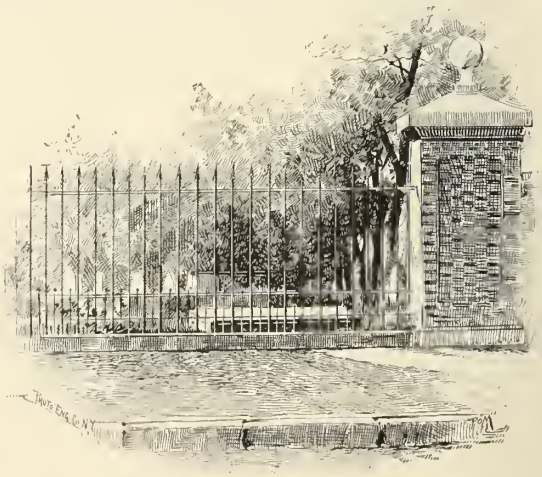
In the admirable history of the Insurance Company of North America, to which we have alluded, one can read with what patience and care and at what personal sacrifices such enterprises were conducted to success. They teach a lesson which we of to-day should lay to heart. In our haste to accumulate wealth, and to do great things with our time and talents, we are apt to forget that it is the slow growth that endures, and to despise the days when men pledged their lives, their fortunes, and their honor for something of which posterity was to reap the advantages.

There is a flavor of that olden time and of the men who lived in it, all about Philadelphia, and its underwriting. Whether we enter the office of the Penn Mutual Life and see the statue of William Penn looking down at us from above the porch, or go into the office of the Provident Life and Trust, and hear the familiar inquiry, from some descendant of the wearers of those broad brims, for "Friend Joseph," we are reminded of the founder of the city and the State, the man who preferred to treat with the Indians rather than fight them, and found his course both humane and economical.

So in the Franklin Fire insurance company we are surrounded with remembrances of Franklin, the man who had to be consulted, and to approve before success was assured, whether the matter was the founding of a hospital, the settlement of a personal dispute, or the organization of an insurance company.

If we cross over into Walnut street we come upon other traces of the olden time, but more strictly of the beginnings of fire insurance. Go into the office of the American Fire insurance company and you will find its president surrounded with the relics of early fire underwriting. Some of them, with the portraits of the men whose names adorn the underwriting annals of those days, our artist has transferred to these pages.

In brief, we have endeavored in this supplement to illustrate the beginning and growth of fire and life insurance in Philadelphia, rather than to dwell upon its present or future. With their roots deep in the last century the insurance companies of Philadelphia bid fair to cover with their protecting branches the business interests of the next.



Grave of Benjamin Franklin.

THE WEEKLY UNDERWRITER

IS UNIVERSALLY CONCEDED TO BE

The Best Insurance Newspaper

EVER PUBLISHED

IN THE UNITED STATES.

WHAT OUR CONTEMPORARIES HAVE HAD TO SAY ABOUT THE SUPPLEMENTS:

The enterprising WEEKLY UNDERWRITER of New York and Hartford, presents its subscribers with a supplement of sixteen pages, giving brief sketches of the Hartford insurance companies, and nearly every page contains several very fine portraits illustrating the officers. It does great credit to the publishers.—*Firemen's Herald.*

We have received a copy of THE WEEKLY UNDERWRITER SUPPLEMENT, which contains the portraits and sketches of a number of prominent New York fire insurance men. On the front page is a picture of John Pintard, the first underwriter of the Empire State, who died in the year 1844.—*United States Review.*

Our enterprising contemporary, THE WEEKLY UNDERWRITER, in a recent issue published an illustrated supplement of Hartford fire underwriters, which has been very favorably commented upon. The portraits of the officers of the Hartford companies are well executed, and are pronounced by all who know the subjects of illustration as very lifelike.—*Indicator.*

Good for THE WEEKLY UNDERWRITER! Its recent issue, containing portraits and biographies of Hartford insurance men, was both enterprising and interesting. Give us some more of this, Brother Hayden. Such matter is worth a cord of legislative doings and dry editorials. Why not try the same thing on about 300 New York insurance men who are panting for just this kind of fame?—*Age.*

THE WEEKLY UNDERWRITER with its issue of January 14th, sends out a supplement of sixteen pages, containing brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. It may be said of these pictures that none of them are caricatures (as too often turns out to be the case in such ventures), and most of them are really good likenesses and recognizable. Those of Presidents Hendee, Batterson, Howard, Russell, and Allen, are specially so. No doubt others are equally good. But, somehow, President Chase's picture lacks his usual genial smile, and President Whiting's is too old and lachrymose to claim fidelity to nature. But, taken altogether, the picture gallery is a good one and does credit to the enterprise which has gotton it up. A similar undertaking, as regards New York insurance men, would be vastly acceptable.—*Review.*

Despite its occasional blunders and an evident belief that "it knows it all," THE WEEKLY UNDERWRITER sometimes shows a laudable spirit of enterprise. A good illustration of this was the supplement recently issued by it, containing the portraits of no less than thirty New York fire underwriters, together with a brief biographical sketch of each. To the man interested in fire insurance, such information is valuable and worthy of preservation. We do not see any offer of frames and glass in connection with such portraits however, and so while THE UNDERWRITER takes the lead in number of portraits, the *Insurance Times* is still a little ahead in finished work. Hoping that our esteemed contemporary may not feel too much puffed up with the praises it has already received, we join in congratulations and trust that it may live long to continue in its good work.—*Insurance World.*

Our enterprising contemporary, THE WEEKLY UNDERWRITER, presented its readers last week with a sixteen-page supplement, descriptive of Hartford as an insurance center, and embellished with finely executed portraits of thirty-eight Hartford underwriters. We agree with our neighbor "that there is something of considerable importance in insurance which does not appear in the annual statements or in the general advertisements of insurance companies. It is something which is not reducible to figures, and which, when found in print, is sometimes thought to be a sign of egotism, but still something without which assets and charters and age and historic association are a delusion and a snare. It is the character, the business and social standing of the men who conduct the companies they are in charge of." We approve and enjoy such publications as THE WEEKLY UNDERWRITER made last Saturday. The brains and lives behind the operations and accumulations of insurance companies, are interesting to every student of the business. The work is grand; let us see and know the workers.—*Chronicle.*

LE SUPPLEMENT DU WEEKLY UNDERWRITER.—Notre confrère de Hartford, le WEEKLY UNDERWRITER, a publié un supplément a son numéro de janvier, qui donne les portraits de tous les assureurs de Hartford.

C'est d'abord le président, le secrétaire et le secrétaire-adjoint de l'*Hartford Fire insurance company;* puis les mêmes fonctionnaires pour l'*Œtna*, pour le *Phœnix*, pour le *Connecticut Fire*, pour le *National Fire*, pour l'*Orient Fire.*

Viennent ensuite les portraits des présidents, secrétaires et actuaires des compagnies-vie, *Connecticut Mutual Life*, *Œtna Life*, *Phœnix Mutual Life*, *Travelers Insurance*, *Connecticut General Life.* Le président et le secrétaire de l'*Hartford Steam-boiler Inspection and Insurance* terminent la série des portraits.

Au-dessous de chacun d'eux est placée une courte biographie qui fait connaitre, aussi bien que possible, chacun des assureurs. C'est là une œuvre originale qui pourrait tenter un journal d'assurances de Paris.—*L'Argus of Paris.*

THE WEEKLY UNDERWRITER of May 28th, ult., again treated its constituents to a pleasant surprise in the shape of an illustrated supplement, containing sketches and portraits of prominent New York fire underwriters, headed by a fine engraving and biographical sketch of John Pintard, who organized the first fire insurance company in New York, and was, in many respects, a remarkable man.—*Standard.*

THE WEEKLY UNDERWRITER sends out a supplement of sixteen pages, containing brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. The sketches are very interesting, and the portraits are gotten up in good style. If they are "true to nature," we think they must have chosen the best looking men in Hartford for officers of their insurance companies.—*Cincinnati Price Current.*

THE WEEKLY UNDERWRITER SUPPLEMENT for January 15th, is a notable issue, devoted to Hartford and Hartford insurance men, of whom it contains no less than thirty-eight portraits, and brief biographical sketches, and the title page is adorned with a heliotype print of that most beautiful piece of masonry, the memorial arch which forms one of the gateways to Bushnell Park. This supplement is as valuable and useful a contribution to the higher grade of insurance publications as it is unusual.—*Monitor.*

THE WEEKLY UNDERWRITER of 28th inst., has a supplement containing sketches of the leading fire insurance companies of New York, with portraits and biographical notes of thirty-two fire insurance notabilities of Gotham. On the first page is the portrait of the first New York fire underwriter, John Pintard, the organizer and first secretary of the Mutual Assurance Company (fire) of New York. The whole work is nicely done; and, need we add, that among illustrated insurance journals, THE WEEKLY UNDERWRITER takes the lead and pockets the cake?—*Budget of Toronto.*

THE WEEKLY UNDERWRITER of this city has shown characteristic enterprise in publishing in a supplement to its January number brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. It is a fine piece of work, and will long be remembered to THE UNDERWRITER'S credit. A more energetic and efficient group of men it would be hard to find in any calling. They have done much to build up the great and world-wide reputation our city possesses. Journalistic acumen, it is, of the best sort, for the publishers to select them for a January benefit to subscribers—a dividend that can hardly become exhausted.—*Hartford Post.*

THE WEEKLY UNDERWRITER of the city of New York, seems to have adorned itself with new attire with the commencement of the New Year, and is to be congratulated upon this substantial evidence of prosperity, as well as upon its handsome appearance, which is only equaled by its own intrinsic merits as, what its name indicates, an "underwriter," and an independent one at that. We take further occasion to congratulate THE UNDERWRITER upon its beautiful supplement, containing a brief review of fire underwriting in the city of Hartford with reminiscences and lifelike portraits of thirty-eight of the officers of the several companies in that city of underwriters.—*Insurance and Finance Chronicle of Montreal.*

THE WEEKLY UNDERWRITER,

15 Courtland Street, NEW YORK. **53 Trumbull Street, HARTFORD, CONN.**

The Weekly Underwriter for 1888.

With the issue for January 7, THE WEEKLY UNDERWRITER enters upon its ninth year of service to insurance interests as a weekly, under its present management, and its

THIRTY-EIGHTH VOLUME

as an insurance journal. Its publishers refer to its past as an indication of what its future will be. They will be glad to double its present large circulation, and in the carrying out of plans now maturing, feel that they can offer for this year a better paper than ever before.

For the present we shall make a discount on the price of the paper of FORTY PER CENT. to agents, making the net price THREE dollars per annum.

THE WEEKLY UNDERWRITER

contains a complete record of the insurance business each week. It spares neither expense nor labor in obtaining its news first-hand. Its statistical information is most extensive and accurate. Its legislative reports are the only complete and reliable records obtainable. Its editorials are unprejudiced in their criticisms and comments.

ITS CIRCULATION IS THE LARGEST

OF ANY INSURANCE NEWSPAPER IN THE WORLD.

WHAT SOME OF ITS CONTEMPORARIES SAY OF THE WEEKLY UNDERWRITER.

The New York Commercial Bulletin.

We take pleasure in saying that no insurance journal in the country has done better or more useful work for the underwriters during that period. Its specialty has been the recording and discussing of legislative raids on insurance companies, and in this field it has had no noteworthy competitor. If THE WEEKLY UNDERWRITER had devoted itself to no other subject, its utility would have been of the highest order. But it has also been a prompt purveyor of insurance news, a bold exponent of sound insurance theory and practice, and an honest, as well as courageous adviser of all classes of underwriters. It is the kind of insurance publication which is entitled to a perennial existence. Long life to it.

The Independent.

If we inquire into the intrinsic merit and usefulness of these publications, the best of them must be given an almost unstinted praise. THE WEEKLY UNDERWRITER—as we were just speaking of it—is certainly what its sub-title claims, an insurance *news*paper, and with energy and outlay fills a place which all other publications combined would not, on their present lines, make good.

The Tremont, O. Journal.

It is in the hands of competent and able editors, and has hosts of correspondents from all parts of the United States, who will contribute to its pages, making it the needed adviser of every competent underwriter in the land. Every insurance man ought to have it.

The Western Insurance Review.

We have received bound volumes of THE WEEKLY UNDERWRITER, covering the period from July 5, 1884 to December December 26, last, inclusive. This will be a prized addition to our library. THE WEEKLY UNDERWRITER is a high-toned and enterprising paper. We are always proud of it as a colleague.

The Detroit Indicator.

That it has been all these years what it claims to be—an insurance newspaper—no one at all familiar with its pages, will attempt to deny. Nor will any one, we opine, attempt to call in question its utility to the insurance business. It is bold, aggressive and enterprising, and hence successful. May it "live long and prosper."

The American Exchange and Review.

THE WEEKLY UNDERWRITER claims to be neither more nor less than an insurance *news*paper, and as such newspaper it is the best in the world.

The Hornell, N. Y. Times.

It dares discuss all sorts of questions arising relative to insurance, without fear of displeasing the powers that be or expectation of reward from said powers.

Insurance World, Pittsburgh.

There can be no question that as an insurance newspaper THE WEEKLY UNDERWRITER eclipses anything ever before attempted in the way of insurance journalism.

THE WEEKLY UNDERWRITER,

15 Courtland Street, NEW YORK. **53 Trumbull Street, HARTFORD, CONN.**

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, NOVEMBER 19, 1887. NO. 21.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

INSURANCE COMMISSIONER FYLER has notified the Continental Life insurance company, of Hartford, to discontinue doing new business and paying dividends, having found by his recent examination that the company's assets are less than its liabilities including its legal reserve. The official notice will be found in another column. We suppose that this means that the commissioner will apply for a receiver, although he may not do so unless he finds that the company's assets are less than three-fourths of its liabilities. In any event it is doubtful if such an application would be successful, as the judges in Connecticut have not yet become believers in the doctrine that the state should of its own motion, destroy the business interests of a corporation and with it the interests of all the members.

IT does not seem as though there could be a business man at this date so ignorant of the principle of contribution in fire insurance as to suppose that he can afford to take insurance in worthless companies in hope that he may get something out of it and get, at the same time the face of his good policies. Of course in the event of a loss that shall exhaust all the insurance carried he may do this, but in a partial loss—and most losses are partial—he stands to lose the amount covered by worthless companies. All concurrent insurance contributes to loss, and in the adjustment all policies are assumed to be good for the amount covered by them. It is said, however, that a great deal of insurance is taken in this way, the property owner supposing that he can exhaust all his good policies and then fall back on what he can get out of the poor ones.

WE mail with this issue of THE WEEKLY UNDERWRITER an illustrated supplement. which in engraving, paper and printing leaves little to be desired. We have chosen Philadelphia underwriting this time for illustration, giving a sketch of the rise and progress of the business in that city with illustrations of some of the more marked buildings erected for insurance purposes, as well as other illustrations of men and things connected with the business. We hope to make these supplements a marked feature of the paper for the coming year, though we cannot hope to excel the work done in this one. Every subscriber to this newspaper should receive a copy of the supplement with this issue, and if he does not he may assume that some one has read the paper before him, or has at least taken possession of that part of it. We mention this because formerly we have received numerous complaints from subscribers that they did not get the supplements. We have a few hundred copies of this supplement for sale, and ten copies will be mailed to any address on the receipt of one dollar.

ROBERT HOLMES appears to have finally met his match in the noble art of newspaper controversy and has invoked the aid of the law to protect him from his enemies. He has caused the arrest, on a charge of criminal libel, of two agents of the Northwestern Mutual Life. We are surprised that Robert should thus confess his inability to take care of himself at his favorite game. But what puzzles us is, how the thing could have happened. It is, we believe, a well understood thing that the agents of the Northwestern never attack any one, and the peaceful character of the Mutual Life and its agent, Holmes, is too well known to need a voucher. We think that it is a mistake, and that Messrs. Bechtel and Buckwalter will be able to prove an *alibi*. It must have been some one else who assailed the meek and innocent Holmes.

A BOSTON correspondent of the New York *Evening Post*, informs that paper that in regard to "the old line Life Companies the point is made that the great accumulation of wealth in one concern is becoming a source of serious danger. Three of the largest companies have nearly $100,000,000 each. So long as they are in their present hands, they are safe. But in the next fifty years what assurance is there that some sharper will not get control and wreck the institution? The way it is put is this: The supposed schemer will offer a high price to the holders of a majority of the stock, so high that they will conclude that they can never do better with their money, and will sell. Then the buyer will have plenty of time between two annual official statements to substitute worthless securities for the valuable securities of the company, and to escape with his plunder, to the ruin of the other stockholders." That is a danger which is inseparable from accumulation in any form, and the point is, if this correspondent will think a bit, the one made by the servant in the parable who buried the talent entrusted to him. It is in evidence, however, that through man's faith in the honesty of his fellow man, we go on accumulating wealth, and we do not feel that it is any less safe in the hands of insurance companies than in the hands of savings banks, trust companies, manufacturers, or the stock exchange. It is a new thing if Boston is beginning to feel the danger of great accumulations. We take leave to doubt the accuracy of the observation of the *Evening Post's* correspondent. The admission of his letter to the columns of so carefully edited a paper, is evidence that even the best of us occasionally nod at our work.

IF we are to believe the Boston *Commercial Bulletin*, insurance matters in New Hampshire are in a bad way. It says that for the first ten months of 1887 the fire loss in the

state was $1,470,471, which was a million dollars in excess of the entire losses of 1886. To this it adds :

The semi-annual statistics of the standing of the fire insurance companies in the state were collected, but suppressed—a thing before unheard of—lest the wretched showing should startle the legislature, then in session, into remedial action, against the desire of the leaders in the crusade against the outside companies. We have excellent reason to believe that there are not five companies in the state of New Hampshire solvent to-day under the laws of Massachusetts or any other state that adequately guards the interests of the policy-holders, and we challenge the contradiction of this statement.

This is certainly a very strong statement and should not be made except upon the best authority. And yet we are inclined to think it is made without any authority at all, except the imagination of the writer. We are led to that conclusion by the fact that, it is overdone. If the *Commercial Bulletin* had left out that part about the semi-annual statistics we might have swallowed the rest, but as there are no semi-annual statistics of fire insurance gathered there could have been none to be suppressed. Whether companies are or are not solvent is mere guess work unless the facts are ascertained by a careful examination, and we do not wonder that a legislature refuses to act upon any such statements as are put forth by the *Commercial Bulletin*. We all know that the newly organized New Hampshire companies are not strong, but as we have decided to let that state work out its own insurance salvation in its own way, we ought to refrain from any attempt to scare it by imaginary calamities.

THE diligent reader will find, elsewhere in this issue two letters concerning the Northwestern Mutual Fire insurance company, of Wahpeton, Dakota, one being addressed to us by the secretary of the company, and the other by the insurance commissioner of Wisconsin. The letter from the secretary is a plea for fair play, and no one ever asks for that in vain at this office. And that his side of the case may be fairly presented, we grant what he has not asked, the publication of his letter, even before our inquiries regarding the company are completed. By his admission the company has no capital, is only a year and a half old, has done an underground business, and is still doing it to some extent. We are ready, in advance, to grant the truth of all the statements made by the secretary, and to admit, for the present purpose that the intentions of himself and his company are all that they should be, but admitting all that does not alter at all our opinion that his policy is not a promising one for the man who wishes indemnity. The assets of the company as given by the insurance commissioner of Wisconsin, speak for themselves, and we defer any comment upon them until we receive the full statement. It seems evident, however, that the principal part of the company's business is being done in the Southern department. The fire insurance losses of all companies in Alabama for the past eight years have averaged sixty-five per cent. In North Carolina for some years they have averaged eighty-eight per cent., in Louisiana sixty-two, in Tennessee seventy-one, and in South Carolina fifty-four. This Dakota company can neither get full rates nor an average class of risks in these states. Its losses will soon begin to trouble it and on the first intimation of trouble the income will cease and all the money in the hands of agents will be used remorselessly to cancel risks. Then will come the collapse of the Northwestern, of Wahpeton. Phenomenal luck for a number of years will be needed to make of this company anything more than another dismal failure. Mr. Wolfe writes like an honest man. We believe that two-thirds of the wild-cats which adorn the pages of the history of western fire insurance were officered by men equally honest but equally misguided.

IN the issue of THE WEEKLY UNDERWRITER for October 22, we suggested, in view of the apparent difficulties in the insurance situation in the Metropolitan district, the formation of an insurance trust. Later, at a meeting of the New York Board a committee was appointed and the result of its deliberations was printed in our issue last Saturday and was adopted by the board. In effect it carries out our suggestion, the trust being limited to certain large risks where the advantages of inspection and improvements may be supposed to work their best results. The business of the Mill Mutuals has been, almost from the first, a Trust, managed by a committee. There is, in their business no competition. Each company gets a share of the risk and pays a share of the expenses of inspection. The plan may not be capable of such expansion as to include smaller and isolated risks, but it is certainly worth while to push it to its limit. As we have more than once asserted in these columns, the fierce competition of fire insurance companies has increased the cost instead of cheapening fire insurance. The multiplication of agencies to do over and over again the same work has run the expense account to an abnormal development. In the reduction of this expense and in the improvement of the character of the risks lie the true solution of the problem of cheaper insurance and better profits to companies. It is fitting that the fire underwriter should be the pioneer in this matter as he has been the pioneer in all efforts to reduce the fire loss. For this work there is no better instrument than the New York Board of Fire Underwriters. That body, although it has sometimes appeared to have forgotten momentarily the purposes for which it was organized, has in the main been true to the purposes set forth in section 2 of the act of incorporation. And the work now undertaken is in consonance with those purposes. We shall see what the New York Board will do with it.

WHEN will the fire underwriters adopt our suggestion about the broker and kill him ? We do not mean, of course, to have any underwriter imperil his personal liberty by committing murder upon the individual. All we ask is that he decline to any longer assist the broker in robbing his employer. For some weeks, now, the New York Tariff Association has been endeavoring to establish confidential relations with the brokers, and we are glad to say that the association has been, not to put too fine a point upon it, snubbed. Has any one ever contemplated the terrible consequences of abandoning the metropolitan district so far as that district is controlled by the broker ? Let us suppose that the Connecticut companies, for example, should say to the New York broker that they would henceforth give him no portion whatever of the premiums paid them for insurance in New York city, and that they would deliver to him no policy not paid for on delivery. How much of their New York business would they lose ? Practically all of it says one. Well, we do not believe that, but let us admit the worst. They would then lose, out of a premium income of about eleven millions of dollars, about two hundred thousand

dollars. If forty per cent. of that is expense and fifty per cent. loss, they would, all of them, lose twenty thousand dollars a year by blotting New York out of their underwriting map. Twenty-five hundred dollars each is not, in our judgment, too great a price to pay for such freedom as this would give them, and it would not affect, perceptibly, the dividends of any of them. But suppose we go a step further, and that, with substantial unanimity, the fire insurance companies in New York city should say to the business community, "there are at the present time about five hundred persons, in New York city making a more or less lucrative business of bringing to us your business. They are your agents and are of no account to us, and yet for years we have overcharged you for premiums and given the money to them. We have got through with that business. If you want them longer pay them directly such sums as you consider their services worth to you. We shall at once reduce rates in New York by the percentage heretofore paid to brokers, but the sum named in the policy will be the sum to be paid us or our regularly appointed agents." Would not this course be sensible, honest and fair? Is it not the only sensible, honest and fair course? The premium income of the companies doing business in New York is not far from ninety millions of dollars, and their New York city premiums not far from six millions. And yet the managers of companies permit the portion of this six millions controlled by brokers to demoralize the whole ninety millions. If the underwriters of this country desire to control their own business they have got to throttle the brokers, and they cannot begin any too soon, and there is no place where a beginning is more needed than in New York.

Facts and Opinions.

THE examination of the Continental Life insurance company of Hartford by the insurance department of that state begun in July last. Yesterday the insurance commissioner addressed the follwing communication to the officers and directors of the company, the purport of which is that having found that the assets of the company are less than its liabilities it must cease taking new business or paying dividends, until the deficiency is made good:

GENTLEMEN:—Having found that the assets of the Continental Life insurance company of Hartford, Conn., are less than its liabilities including the net present value of its policies or re-insurance reserve, whether computed upon the basis of the so-called actuaries or combined experience table of mortality with compound interest at four per cent. per annum or upon the basis of the so-called American experience table of mortality, with interest at four and one-half per cent. per annum, and having found that the said company has failed to comply with the requirements of the law, I, Orsamus R. Fyler, insurance commissioner of the state of Connecticut, hereby notify you to cease the issue of new policies, and to cease the payment of dividends both to the stockholders and policy-holders, until the deficiency be made good and the law complied with.

(Signed) ORSAMUS R. FYLER,
Insurance Commissioner.

IN view of the success which has attended the efforts of Von Scheurer and others in cheating British life insurance companies out of large sums of money, by personation, an English paper has addressed a large number of the companies by circulars asking "what precautions they take to protect themselves against frauds of this kind?" Answers from fifty-one offices were received. In at least four-fifths the practice is to require the person to be insured, to sign a declaration in the presence of the medical examiner, the signature on this form being compared by the officials at the head office with the signature on the application. Many offices, in addition to this, have a question in the agent's report inquiring if he—the agent—is satisfied that the person proposed to be insured is the same as the individual examined. Two companies make pointed inquiry of their agents as to there being satisfied on the subject of the identity of applicants. Two other companies draw the attention of the medical examiner specially to this subject, asking him, for instance, such a question as: "If the person examined is not known to you, what *evidence* have you of his identity?" A few offices, in order to guard against any collusion between agent, doctor, and applicant, require the application and agent's report to be sent direct to the office; a form is then sent to the medical examiner, who does not even see the proposal or applicant's signature until it is made in his presence on his own form, which is then returned direct to the office. One or two offices seem to be very lax, confessing that no special precautions are taken against frauds of this kind, every dependence being placed in the character of their agents and representatives.

THE stand of colors subscribed for by the fire insurance companies and several citizens as a present to the New York fire department, were publicly presented to the firemen in the Union Square plaza on last Saturday. Mayor Hewitt made the presentation speech in which he paid a tribute to the stars and stripes and said that "there was room in this country for only one flag—that flag which was the emblem of liberty tempered with law. The red flag of anarchy could have no place here as long as the ballot is free and universal suffrage is preserved. The lesson of the tragedy of Friday was necessary. It was not characterized by a spirit of vengeance, but by deliberate justice and mercy, and the jury, judge and governor dealing with the Chicago anarchists had done their duty. Every attempt to dishonor the American flag, or to substitute another for it, or to supplement it with another would be suppressed. The people of this country would cherish, fight for, and die for their flag if necessary. It had been the shroud of many a hero, and would still float over the land of the free and the home of the brave." The flags were accepted, on behalf of the department, by Fire Commissioner Purroy, who made a speech. On this occasion also the Bennett medal for bravery was presented to Fireman Michael Brady, and the Stephenson medal for discipline and efficiency to Foreman Daniel Lawler.

THE November meeting of the Life Insurance Association of New York, was held at the Hotel Brunswick, New York, on last Tuesday afternoon. At the business meeting the executive committee made a report in which some changes in the by-laws were suggested which will facilitate an increase in the membership. It was announced that a resolution would be brought up at the next meeting in favor of preparing a black list "of disreputable life insurance canvassers who revolve from agency to agency preying upon the managers and general agents, and returning no valuable consideration for the advance of money and time given them by said managers and general agents." The dinner which followed the business meeting, was presided over by Vice-President Goble and later by Vice-President Morse, and was made intellectually enjoyable by recitations by Warde, the tragedian, and speeches by Commissioner Merrill and Hon. George N. Carpenter of Massachusetts, and Messrs. Calef,

Dyer, Bergstresser, Hine, Ransom and others. At the January meeting of the association it is proposed to have the medical examiners and the directors of the life insurance companies present, and at the February meeting the officials of the several companies represented in the association.

THE *Investigator* has already announced that the Equitable Life of New York would shortly erect a $500,000 building in Duluth, Minn., and now comes the announcement that both St. Paul and Minneapolis will have an Equitable building, each to cost $1,000,000. It is said that the company's agents are already looking about for suitable sites.—*Chicago Investigator.*

This is an error. The Equitable Life is not erecting; neither does it contemplate erecting, any buildings in the above mentioned cities or any other cities at the present time. The only company buildings which the corporation posseses outside of New York and Boston are one in each of the foreign cities of Paris, Vienna and Mexico. These were built to give the company the advantages of a local habitation and to promote confidence in this American company. The New York Life is, we believe, erecting buildings in St. Paul, Kansas City and Montreal.

AT the fire in Dietz's lumber yard at Omaha, the following healthy lot of companies turned up for insurances varying from $1,000 to $2,500, or in all $43,500; Chesapeake, Washington, D. C.; Merchants, Decatur, Ill.; Pierre, Dakota; Pelican, New Orleans; Capital, Des Moines, Ia.; Council Bluffs of Iowa; Fidelity, Huron, D. T.; Mountain City, Chattanooga, Tenn.; German-American, New Orleans; Transcontinental, Mandan, D. T.; Royal, Birmingham, Ala.; Oshkosh Mutual; Manufacturers Mutual, Milwaukee, Wis. It would be interesting to know from Mr. Dietz how much he actually realizes from his claims against these companies, not one of which, we presume, was doing business in Nebraska under a license from that state.

THE president of the New York Board of Fire Underwriters, Mr. H. H. Hall, has appointed as a committee of twelve to be known as "the protective committee," and empowered with the duties specified in the report printed in our issue of last Satuardy, the following gentlemen who composed the original committee: William De L. Boughton, George M. Coit, H. W. Eaton, Henry H. Hall, N. W. Meserole, F. C. Moore, Chas. Sewall, James A. Silvey, William M. St. John, Edward A. Walton, John H. Washburn, James Yereance. This committee has organized and elected Mr. Hall its chairman, and is now engaged in perfecting rules and regulations for its government and action.

AT a meeting of the Tariff Association held on Tuesday of this week, the committee on grievances, to which the matter of arranging a combination between the association and the Metropolitan Board of Fire Insurance Brokers, in accordance with the resolution passed by the association at a former meeting and which was printed in THE WEEKLY UNDERWRITER of November 5, reported on the communication which was addressed to the brokers and reply of the latter were read. The Metropolitan Board of Fire Insurance Brokers declined to modify its by-laws so as to admit to its organization brokers not stockholders in the Alliance insurance company. The matter was referred back to the committee again.

THE most destructive fire that ever visited Memphis, Tenn., occurred on Thursday night and resulted in the complete destruction of 13,200 bales of cotton and of Compresses Nos. 4 and 5, of the Merchants Cotton Compress and Storage Company. The value of the burned cotton and the compress buildings was $630,000. The insurance is about sixty per cent. of the loss and was placed in St. Louis and eastern mutuals, the Mutual Fire of New York and other eastern and New Orleans companies.

THE Hartford *Evening Post* says of the new accident company, the Equitable Indemnity of Hartford:

In the re-organization of the Equitable Indemnity insurance company, the charter of which was recently purchased by gentlemen connected with the Ætna Life insurance company, President Bulkeley has addressed a circular to the stockholders of the Ætna Life, extending to them the privilege of purchasing the stock ot the Accident company until December 1, taking one share for each five shares owned in the Ætna Life. The capital stock of the Accident will therefore be $250,000 fully paid up. Responses received indicate that the stock will be promptly taken. With the splendid agency organization which the Ætna Life has, the facilities for making the new accident company a success are assured.

THE Peoples Fire insurance company of New Orleans has suspended. It was organized in 1871 on a capital of $100,000 under German auspices and confined itself at first to local business. In recent years its policies have kept company with those of the undergrounders at fires in different parts of the country. On the slop-bucket business it has not thriven. At the beginning of this year its capital was impaired $24,797. Mr. P. M. Schneidau was elected president last July, upon the death of Mr. Pragst.

DURING the night after the anarchists were hanged, St. Louis was in a condition of wild excitement on account of frequent alarms of fires. The fire department was called out twenty-six times during the night and it was believed that anarchists were setting the fires. Dynamite bombs were found in the streets and, altogether, the people had reason to feel uncomfortable. An anarchist caught in incendiarism in St. Louis on Friday night would have gone to Tophet by way of a lamppost.

THE Dry Goods Credit Guarantee and Indemnity Company has been incorporated under the insurance laws of the state of New York, says an Albany despatch of Monday. Among the incorporators are John H. Reed, V. Henry Rothschild, Edward H. Ammidown, Wm. E. Iselin, Seth M. Milliken and M. F. Wood, who are prominent in the dry goods trade. The purpose of the company is to guarantee merchants against loss on credits given to purchasers.

IN the Massachusetts state election, last week, the following members of last year's legislative insurance committee were elected to the next legislature, the *Standard* informs us: Senator, P. D. Dwyer of Boston; representatives, George N. Carpenter of Brookline, William Provin of Westfield, William T. Leach of Boston, Daniel Gunn of Boston, and Robert Henry of Fall River.

FIRE COMMISSIONER FITCH of Boston will attempt to secure legislation this winter which will protect firemen from the carelessness of owners and occupants of builings in leaving trap doors and elevator wells open.

THE October fire loss in New Hampshire was $154,983, and the insurance loss $123,283. According to the record kept by the Boston *Commercial Bulletin*, the total loss for the ten months of 1887 foots up $1,470,471 against $464,605 for

the same period of 1886, or an increase of $1,005,866. The insurance paid has been $830,233, against $171,350 in the corresponding period of 1886.

THE annual almanac season opens with the appearance of the Life Insurance Almanac for 1888, published at New Orleans by Messrs. Brown & Janvier of the *Vindicator*. It is neatly printed and makes no pretentions to be other than a calendar and an effective canvassing document for life insurance.

PROSPERITY has so attended the early issues of *Modern Heat and Light*, which covers the important interests of electricity, gas, fuel gas, heat and power, that its publishers announce its change from a monthly to a weekly. This periodical appears to have a great future before it.

ON Monday last, John Baggs Hopper, Boston agent of the Mutual Reserve Fund Life Association of New York, was find $100 and costs at Chelsea, Mass., for issuing a life insurance policy in the Equitable Reserve Fund Life Association of New York, to a person over sixty years of age.

AT the annual meeting of the Michigan Life Underwriters Association at Detroit, last week, M. Early was elected president; J. C. Thompson, first vice-president; W. T. Gage, second vice-president; W. H. Burr, secretary and C. W. Moore, treasurer.

A COMBINATION has been formed to write "protected risks" in New England, by the Phenix of Brooklyn, Queen of Liverpool and National Fire of Hartford. The purpose is to compete with the mill mutuals.

THE president of the Mercantile Fire and Marine of Boston, says that that company closed up its office in St. Louis because after a fair trial it was found that the business was not profitable.

THE New York state insurance department has been officially notified by the Phenix of Brooklyn that the impairment of its capital, as declared by the department, has been fully made up.

THE London offices of the Norwich Union Fire, were elegantly decorated on Lord Mayor's day in honor of that potentate, the building being in the ward for which he was an alderman.

THE Baltie mill loss, in Connecticut, has been adjusted at $433,758.55, with satisfaction to both sides. The loss was determined at $655,449.76.

Personals.

AGENCY APPOINTMENTS.

Ætna Life: Philip G. Gorton of Hartford, special agent.

California of San Francisco: E. Whitney & Co., Boston, Mass.

German-American: Edward T. Abbott, Lowell, Mass.

Liberty of New York: W. S. Hotchkin, Binghamton, N. Y.; C. M. Guinard, Galveston, Texas; Tolly & Jennings, Paducah, Ky.; Brooks, Manning & Co., Cleveland, O.; Lascelles & Fuller, Cleveland, O.; E. T. Jackson & Co., Taunton, Mass.; C. D. Fullerton, Brockton, Mass.; Dodge & Pope, Toledo, O.; Munson & Birch, Amsterdam, N. Y.

Phœnix of London: Henry Brockman, Cincinnati, O., succeeding the late William Young.

Phenix of Brooklyn: Miller & Wasson, Cincinnati, O.

Traders of Chicago: Samuel M. Brown, Boston, Mass.

Union of San Francisco: E. Whitney & Co., Boston, Mass.

Mr. Lemuel D. Smith, for many years a prominent insurance agent of Boston, died of consumption, on Tuesday, at Aiken, S. C., where he had gone for his health. Mr. Smith joined the North America insurance company of Hartford in 1865, but the following year he became an agent for the Putnam of Hartford, remaining with it until it failed at the time of the Chicago fire. He went to Boston in 1872 and became one of the agency firm of Brown, Smith & Whittemore, which dissolved in 1876. He adjusted fire losses until 1882, when he took charge of the New England business of the German-American of New York, and continued until forced to relinquish it on account of poor health. Mr. Smith was in his sixty-fifth year.

Mr. J. W. Templeton, Illinois superintendent of the farm insurance department of the Home of New York, has resigned in order to boom himself for the republican nomination for state auditor of Illinois, the position now occupied by Mr. Swigert. Mr. Templeton favors us with his portrait and two columns of newspaper paragraphs puffing his claims upon the republican party and the auditor's office.

Messrs. E. Whitney & Co., of Boston, says the *Standard* have been appointed general marine agents for the eastern department of the California and Union insurance companies of San Francisco. The firm was formed for the sole purpose of taking the united agency of these companies, and consists of Messrs. Elisha Whitney, S. S. Allen, Charles F. Ogilby, and E. P. Conner.

Mr. Franklin Whipple, one of the oldest insurance agents of Worcester, Mass., was arrested, on Wednesday, for writing a policy in the Preferred Mutual Accident Association of New York, a company not licensed to do business in Massachusetts.

Mr. Henry N. Baker, manager of the New England department of the Howard of New York has resigned, his retirement to take effect at the end of the year, and will come to New York to do an adjustment business.

Hon. George N. Carpenter, it was, who presided at the November dinner of the Boston Life Underwriters Association, not George O. Carpenter, as was inadvertently stated in our issue of last Saturday.

Mr. John C. Mills of the agency firm of Mills & Ford, 33 Pine street, New York, was, on Monday, at the annual meeting of the St. Nicholas Society, at Delmonico's, elected president of the society.

Mr. W. A. Holman of Glens Falls has been appointed New York state agent for the Liberty of New York. Mr. Holman has been filling the same position for the Fire Association of Philadelphia.

Mr. Louis Monrose, of the former well-known New York agency firm of Monrose & Mulville, has been appointed New Orleans agent of the Commercial Union of London.

Mr. John M. Thompson, formerly compact manager at Denver, Col., who went to southern California for his health, died at Santa Barbara of typhoid fever October 21.

Insurance Commissioner Merrill of Massachusetts has been in New York the past week as chairman of the national pensions committee of the G. A. R.

Mr. Edward Atkinson's idea of the disposition of the treasury surplus is to buy the maritime provinces and thus settle the fishery question for good.

Communications.

The Northwestern Mutual Insurance Company of Wahpeton, Dakota. Letter from the Secretary.

TO THE EDITOR OF THE WEEKLY UNDERWRITER:

SIR—My attention has been called to a little article in your journal for October 22, in which you are pleased to mention this company in a manner which is certainly unjust to us, and into the error of which I am sure you have been led by that fatal tendency of all newspaper men—to jump at conclusions.

I do not desire to occupy your time further than is absolutely necessary to get the facts before you as they are; and we certainly do not desire to use your space for free advertising; therefore, this letter is not for publication, and we only ask that, in justice to us, you will investigate the facts as I shall hereafter state them, and if you find them true, make a fair statement of your mistake in this article, print it, and right a wrong which you have been led to commit from ignorance of the truth. The facts, then, are, that the Northwestern was organized March 10, 1886, with premiums as prescribed by law, exceeding $40,000 in premium notes, and exceeding $10,000 in cash. It transacted the business of fire and hail insurance during the year 1886, exclusively in Dakota. It made money in both of these branches, and after returning to policy-holders, twenty per

cent. of the premiums for 1886, could show a surplus of over $200,000. It then applied for admission and was admitted to the following states: Alabama, Louisiana, Tennessee, North and South Carolina and Wisconsin.

Upon its admission to Wisconsin, the insurance commissioner of the state, stipulated that he should, as soon as practicable, come and examine us. He came in July of this year, and the letter enclosed is a copy of one of his which he wrote to an agent of ours on the subject of what he found when here. So much for our history. Since our organization we have incurred and paid 519 losses, the largest of which was $2,500, the others ranging down from that to very small amounts, and aggregating at this date nearly $100,000. In the states to which we are regularly admitted, we do nothing but a strictly first class agency business, and all our risks are inspected by special agents, among which gentlemen I may mention that Mr. N. S. Head, formerly a field man for the Continental, has Wisconsin, Mr. C. M. Clark, formerly a special and adjuster for various companies in the South, has the Southern states, and our Mr. Myers manages Dakota.

You have evidently been led to believe that we are a wildcat "undergrounder" and have written of us as you would have been justified in doing, had your supposition been correct. And we cannot blame you for that supposition; for we must confess, that in the Fall of 1886, and the winter following, we were allured by the glittering bait held out to us by brokers whose names are legion, and we bid for, and got a whole grist of underground business. It took us just four months to discover that the glitter of the broker's bait was not gold, and to discover the further fact, that while there are honest men in the profession, who act as insurance brokers, they are in the hopeless minority. We immediately quit that class of people and the business they had to offer, and since that time, we have never written an "outside" policy except what has been written at the home office, and only then upon standard excess lines. And by excess lines, I mean only those which are so large that they cannot reasonably be carried by the companies regularly represented at the place where the property is located—such, for instance, as wheat at Duluth. We have established a good little agency business in the states mentioned, from which we derive a premium income of an average of $15,000 per month, and which is rapidly increasing. Our premium receipts for the past five months are as follows: October, $12,683.09; September, $15,784.42; August, $19,860.04; July, $14,564.83; June, $22,219.52.

From these you can get an average. We never write more than $2,500 on any one hazard, and that must be in what is known as a fire-proof building. We also write that amount on wholesale lumber yards. Our fire losses have averaged us less than $120 each; and they have all been paid in full. We have no losses at this time due and unpaid. We have less than $5,000 reported losses, allowing total loss on each report. We have had a small beginning, and we have worked hard to increase. We have succeeded even beyond our expectations. We have, from the beginning, asked every fair minded man to investigate us thoroughly before he either condemned or commended us. We desire the press to do the same. We appreciate what a factor in the success of any enterprise, are the expressed opinions of the press. We know that the insurance press is a dangerous enemy or a powerful ally. We believe that THE WEEKLY UNDERWRITER has attained that station among insurance journals, where it can afford to be fair, and do justice to "even us little fellows," when it is made plain that it lies within its power to do so. In the article you published, I see no intent upon your part other than to warn the insuring public against unreliable underground insurance companies; and I certainly feel sure that when you ascertain whether or not the facts as I state them are true, you will set us right so far as you reasonably may.

I am sorry, gentlemen, to have taken up so much of your time; but the matter seems to me to justify it. Again let me say, we do not want you to advertise us nor to vouch for us, nor to recommend us. What we ask is that you will ascertain the facts and then do us the justice to present them, and call attention to the fact of the error of this article. To satisfy yourselves of the facts, write Hon. Philip Cheek, insurance commissioner of Wisconsin, or ask R. G. Dun & Co., of St. Paul, Minn., for a report on us, or write to any bank here, or to the sheriff or to any responsible man in whose word you may place reliance. Any further statement which I can make which will assist you in this matter will be cheerfully furnished. Very truly yours,

CHAS. E. WOLFE, *Secretary.*

WAHPETON, DAK., November 2, 1887.

Commissioner Cheek's Examination of the Northwestern Mutual of Wahpeton.

TO THE EDITOR OF THE WEEKLY UNDERWRITER:

SIR—Yours with circular in relation to Northwestern Mutual Fire insurance company, of Wahpeton, Dakota, is received. In reply I have to say that on July 27 and 28 last, I examined the assets of said company and found them to be as follows:

Cash in Bank	$975.08
" " hands of Treasurer	19,800.00
" " English Bank	68.00
" " course of transmission from agt's	17,614.54
Loans on Bonds and Mortgages	12,500.00
Office furniture	3,000.00
Notes, two-thirds of which are secured by chattle mortgage properly filed	153,563.79
Total	$207,521.14

At that time they had no unpaid losses that were due. The impression left on my mind after the examination and contact in conversation with the officers, was that they are careful, conservative, and aiming to do a safe business.

And upon that examination and its result, I admitted them to do business in this state, and they are doing quite a business, and up to this date, I have not received a complaint of any kind in relation to the company or its methods from any one in Wisconsin. Yours truly,

PHILIP CHEEK, JR.,
Commissioner of Insurance.

MADISON, WIS., November 5, 1887.

Insurance Legislation.

Georgia.

The following is a list of the insurance bills which were passed by the Georgia legislature during the recent session and became laws:

An Act to incorporate the Georgia Mutual insurance company of Savannah, to enable said company to carry on the business of insurance, and for such other purposes as are usual and customary for the transaction of said business.

An Act to incorporate the Guaranty Mutual Fire insurance company of Savannah.

An act to incorporate the Georgia Fire insurance company of La Grange.

An Act, defining a contract of fidelity insurance, to provide for incorporated fidelity insurance companies, and other companies doing business in this state, becoming sureties on bonds required by law to be taken, and to make said companies liable on such bonds as individuals are on all of said bonds, and for other purposes in that behalf.

An Act to incorporate the Marietta insurance company and for other purposes connected therewith.

An Act to incorporate the Southern Phœnix insurance company, of Atlanta.

An Act to amend the charter of the Atlanta Home insurance company incorporated by act of the legislature of this state approved September 30, 1881, by vesting in said company the power to become a purely Mutual insurance company upon certain terms and conditions.

An Act to continue in force an act entitled an act to incorporate the Georgia insurance company approved December 20, 1860, and for other purposes.

An Act to regulate the business of insurance in this state; the general insurance bill, which was printed in THE WEEKLY UNDERWRITER of October 8.

Miscellany.

Life Insurance Payments.

The following is the report of the life insurance companies of the United States, to THE WEEKLY UNDERWRITER of the death claims and endowments paid by them during the month of October, 1887.

COMPANIES.	Death Claims.	Endowments.	Total Payments.
Ætna Life	$153,222	$39,513	$192,735
American Life	11,756	.....	11,756
Brooklyn Life	14,500	.....	14,500
Connecticut General Life	6,232	10,154	16,386
Connecticut Mutual Life	.....	.....	.....
Continental Life	.....	.....	.....
Covenant Mutual Life	1,500	.....	1,500
Equitable Life, Des Moines	.....	.....	.....
Equitable Life, New York	.....	.....	.....
Germania Life	55,934	10,106	66,040
Home Life	16,000	2,300	18,300
John Hancock Mutual Life	25,513	2,000	27,513
Manhattan Life	56,030	9,898	65,928
Maryland Life	4,051	.....	4,051
Massachusetts Mutual Life	32,578	13,518	46,096
Metropolitan Life	179,499	.....	179,499
Michigan Mutual Life	12,857	2,483	15,340
Mutual Life, New York	450,436	75,197	525,633
*Mutual Life, Ky	3,750	.....	3,750
Mutual Benefit Life	207,855	10,000	217,855
National Life U. S. A	12,180	1,000	13,180
National Life, Vermont	23,500	.....	23,500
New York Life	407,162	*a*	407,162
Northwestern Mutual Life	154,751	28,200	182,951
Pacific Mutual Life	7,173	2,031	9,204
Penn Mutual Life	66,685	1,000	67,685
Phœnix Mutual Life	43,144	19,803	62,947
Provident Life and Trust, Philadelphia	17,055	22,552	39,607
Prudential Life	70,319	.....	70,319
State Mutual Life	5,500	6,660	12,160
Travelers	30,881	5,040	35,921
Union Central Life	10,204	210	10,414
Union Mutual Life	35,349	15,779	51,128
United States Life	23,810	1,405	25,215
Vermont Life	.....	.....	.....
Washington Life	28,108	9,173	37,281
Totals	$2,167,534	$288,022	$2,455,556

* Formerly the Southern Mutual Life of Louisville.
a Endowment payment not given.

PAYMENTS SINCE ORGANIZATION.

The following table shows the total amount reported paid on death claims and endowments, from their organization to Oct. 31, 1887, inclusive, by the life insurance companies whose monthly lists are printed in THE WEEKLY UNDERWRITER.

Date of Organization.	COMPANIES.	Death Claims.	Endowments.	Total Payments.
1850	Ætna Life	$25,692,108	$8,678,506	$34,370,614
1850	American Life	7,354,343	172,796	7,527,139
1864	Brooklyn Life	2,225,371	1,236,802	3,462,173
1865	Connecticut General Life	1,293,966	412,090	1,706,056
1846	Connecticut Mutual Life	*b* 55,293,887	9,043,975	*b* 64,337,862
1862	Continental Life	*b* 2,017,519	*b* 1,293,133	*b* 3,310,652
1853	Covenant Mutual Life	828,411	80,154	908,565
1867	Equitable Life, Des Moines	*b* 182,111	*b* 38,046	*b* 220,157
1859	Equitable Life, New York	*b* 48,615,026	*b* 5,502,843	*b* 54,117,869
1860	Germania Life	10,698,421	1,907,452	12,605,873
1860	Home Life	4,758,904	1,200,030	5,958,934
1862	†John Hancock Mutual Life	3,832,150	1,079,304	4,911,454
1850	Manhattan Life	14,278,880	1,379,256	15,658,136
1864	Maryland Life	962,103	67,845	1,029,948
1851	Massachusetts Mutual Life	7,806,178	1,455,301	9,261,479
1867	†Metropolitan Life	8,808,769	508,491	9,317,260
1867	Michigan Mutual Life	1,385,829	330,660	1,716,489
1843	Mutual Life, New York	85,198,546	28,179,677	113,378,223
1866	*Mutual Life, Ky	1,185,425	39,412	1,224,837
1845	Mutual Benefit Life	45,197,581	4,049,694	49,247,275
1868	National Life U. S. A	3,244,216	263,023	3,507,239
1850	National Life, Vermont	2,316,403	166,123	2,482,526
1845	New York Life	39,733,115	*a* 9,733,864	49,466,979
1857	Northwestern Mutual Life	15,430,555	5,756,632	21,187,187
1868	Pacific Mutual Life	1,706,165	554,479	2,260,644
1847	Penn Mutual Life	8,834,687	703,158	9,537,845
1851	Phœnix Mutual Life	12,579,758	2,303,764	14,883,522
1865	Prov. Life and Trust, Phila	3,773,780	953,369	4,727,149
1876	‡Prudential Life	2,591,920	.....	2,591,920
1845	State Mutual Life	2,709,384	513,004	3,222,388
1866	Travelers	3,216,864	542,229	3,759,093
1867	Union Central Life	1,579,426	133,313	1,712,739
1849	Union Mutual Life	9,131,705	3,620,088	12,751,793
1850	United States Life	6,530,354	868,808	7,399,162
1869	Vermont Life	116,115	18,137	134,252
1860	Washington Life	6,659,174	1,663,948	8,323,122
	Totals	$447,769,149	$94,449,406	$542,218,555

† Partially industrial insurance. ‡Wholly industrial insurance.
* Formerly the Southern Mutual Life of Louisville.
a Amount of Endowment payments to January 1, 1887.
b Amount of payments to September 30, 1887.

Iron Columns.

The London *Finance Chronicle* discusses iron columns as supports in reputed fire-proof buildings as follows:

An experience which is not unknown to insurers in this country as regards buildings which are said to be fire-proof, has befallen the German companies, and has evidently opened their eyes to a fact which cannot be too strongly commended upon with regard to fire-proofing so-called. It appears that there existed until the 2d inst. in the Kaiser Strasse, in Berlin, an extensive warehouse used as stores for wool and cloth, and as a carriers' depot, which had only been erected a few months, and which was pointed to as a practically fire-proof risk, and insured as such. It is the old story—the four floors of the building were carried on cast-iron girders and pillars, supporting a cement of arched flooring, and a fire broke out in the second floor among a lot of wool. Of course, as was to be expected, the iron of the pillars and girders lost their power to support, and the floors above and below collapsed, resulting in the total destruction of the building and its contents, and, as one writer sagely remarks, creating very much greater damage than if the building had been of the ordinary construction with timber supports. There is a lesson in the disaster which our German friends are lamenting which should not

be lost sight of, for there are many buildings in our own dominion at the present day which are liable to suffer the same fate, and on which, from their apparent safety, companies have been induced to carry larger limits than in ordinary circumstances, while in reality (from the chances of a total loss being more probable, as has been in the case referred to and in others) a smaller holding should pervade.

To overcome the defect which there is in fire-proofing, of which iron forms a part, there are several ingenious expedients; thus, in the case of New Crane Wharf, the iron pillars supporting the floors are encased in a thickness of cement sufficient probably to prevent their being affected by either heat or water thrown on a fire; and in one of the co-operative service stores, which is of a similar construction, the columns are by an arrangement kept continually full of water, being open at the top to allow the escape of steam should it be generated. Doubtless the safety which ordinary iron columns and girders give is sufficient for premises on which goods of an incombustible nature, such as hardware, glass, grain, seeds and the like are stored, being considered fire-proof when the floors are of cement or brick arched; but with light materials, such as cotton, wood goods, &c., they would not be any protection. Much might be said in support of the claim which stout wooden pillars, coated with a good thickness of whitewash or fire-proof paint have to a superiority in their fire-resisting properties over iron; and it should not be lost sight of that water thrown on a fire in a building so constructed would not have the effect of destroying their power as in the case of cast-iron, which, being too rapidly cooled, flies to pieces. In estimating the advantage of iron as a fire-proof material, it is too often forgotten the effect which sudden changes of extreme temperatures will have upon iron, and its claim to a fire-resister in cases such as that referred to is, therefore, a *minus* rather than a *plus* quantity. There are not many more simple and effective fire-resisters than slaked lime, which, being made of the consistency of ordinary paint and applied to woodwork—giving two or three coats—will prevent the wood from igniting under tolerably severe tests, and wooden supports in place of cast-iron pillars, so protected might be looked upon as the more reliable.

"Redwood" Houses on the Pacific Coast.

The Californian believes that redwood and the rainy season are his bulwarks against the fire fiend, but the *Coast Review* says:

Here in California, especially in San Francisco, we boast of the value of redwood lumber for building purposes. It burns slowly--merely chars, in fact—under ordinary conditions; but, despite that fact, the flames wipe out redwood towns and reduce redwood forests to ashes about as quickly and as often on this side of the Rockies as pine cities and pine forests on the other side. How shall we reconcile the facts with our favorite theory of the uninflammable character of the redwood.

The housewife and the cook know that a fire in the stove cannot be started with redwood kindling; but the insurance companies know that in the interior of the state at least they pay a good many losses because of the burning of this same "uninflammable" wood. Kansas towns are built of inflammable pine, and are exposed to the strongest winds, but the insurance losses in that state, which is more populous, bear about the same relation to the amount at risk as in California. This being so, what would our losses be if our towns were built of pine instead of redwood? California towns burn at so great a ratio, doubtless, because of the long dry summers, and because of a scarcity of water, and the almost entire absence of any efficient fire protection. Redwood is the salvation, not the advantage, of California; and in a less dry climate, with redwood buildings the fire loss would be very light.

The average San Franciscan is content with his fire department, and confident that the combination of redwood and a moist climate will always prevent any great conflagration. Chicago and Boston and other cities may burn down, but San Francisco, never! We fear his easy confidence will some day be rudely shaken by the disappearance of several redwooden blocks in flames and smoke, despite a pretty efficient though boss-ridden fire department.

If stone and brick will actually melt in a fierce heat, like that of the Chicago fire, what confidence can be reposed in redwood if subjected to a similar heat? The heat of the kitchen fire, in which our favorite building material chars, would be merely a Turkish bath heat in comparison. If redwood forests in the Shasta and Santa Cruz mountains will burn furiously, as they have during the past month, redwood houses will burn every bit as furiously, even in foggy San Francisco, if a fire ever gets a good start in a sweeping "norther" or ocean breeze. San Francisco must maintain its fire department up to the present standard, and improve it as the city grows.

Restrictions Under Which Electric Lighting Apparatus May be Used.

The Boston Fire Underwriters Union has issued a circular setting forth the restrictions under which electric lighting apparatus may be used in that city. Commenting thereon, *Modern Light and Heat*, the organ of the electrical interest says of the circular:

It is divided into seven departments, namely, arc light wires, arc lamps, incandescent wires, dynamo machines, motors, rules for running incandescent circuits from alternating machines, rules to apply to the running of incandescent circuits worked from arc circuits. In all there are about 100 restrictions which cover pretty thoroughly all conditions under which electric light apparatus may be installed.

Perhaps one of the most marked things is the fact that the use of lead covered wires, or wires whose coating contains paraffine, is utterly prohibited under any conditions whatever, either for arc or incandescent lighting. Also the underwriters wire is consigned to a future of compulsory conspicuousness, for there is a provision that wherever this wire is used it must be in plain sight on the walls or ceilings, and that under no conditions may it be covered with a moulding. There is another provision to the effect that all concealed wires used, either in arc or incandescent lighting, must be covered with a waterproof insulation.

One of the things which calls for comment is the fact that soldered joints are compulsory in incandescent wiring, but are optional in arc lighting wiring. Under the heading "dynamo machines" are a number of provisions in regard to their proper insulation and daily inspection. Motors are regarded, as they should be, in the light of dynamos, and the restrictions for their installation is much the same, the general provision for wiring being that it shall be exactly like lamps under like conditions. On low tension circuits, where motors are run in multiple, safety catches must be used on each side of the circuit; on high tension circuits the same restrictions apply as for arc lamps, and suitable cut-outs must be provided. Among the rules covering incandescent lighting from alternating machines it is required that outside wires must be treated as arc light wires, inside wires the same as incandescent circuits. Converters must be outside of buildings.

It is the wish and request of the union that incandescent lights and systems on arc light circuits be avoided, if possible; but whenever this is unavoidable, a proper distributor, which must be approved by the union, must be used. The practice of fastening electroliers or lamps to gas fixtures, the running of concealed wires, the placing of anything in the circuit so that it may get a ground connection, the building or placing anything around the distributor so that it can not be readily got at, the using of resin as soldering flux, and the use of new devices not yet approved by the union are the chief things which are prohibited. Taken as a whole, this set of rules, if complied with, would surround electric light installations with a great degree of safety.

Special Notices.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public :

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued without medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

THE HAMBURG-BREMEN FIRE INSURANCE COMPANY, of Hamburg, Germany, is the oldest German Fire Insurance Company in the United States.—Total losses paid in the United States exceed $5,000,000.

Applications for agencies should be addressed to the U. S. Branch Office, 62 and 64 Cedar street, New York.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual. and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

Citizens Insurance Company,

OF PITTSBURGH, PA.

The Oldest and Largest Company in Pittsburgh.

Capital... $500,000 00

W. G. JOHNSTON, President. WALTER MORRIS, Secretary

FRAZIER'S

Surveys and Confidential Grade Book Reports upon Special Hazard properties in the Philadelphia and New York Districts. Supplemented and revised constantly.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

THE UNITED FIRE RE-INSURANCE Co.

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,458 52
Surplus	1,227,426 40
Total January 1, 1887	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.

JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.

Agencies in all the principal Cities of the United States.

QUEEN

INSURANCE COMPANY.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500.000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

The Brooklyn Life Insurance Co.

OF NEW YORK.

WM. M. COLE, PRESIDENT.

The Business of the Brooklyn Life is Conducted on Principles of Economy and Equity.

OFFICE 51 LIBERTY STREET, NEW YORK.

WILLIAM H. WALLACE, Vice-Prest. WILLIAM DUTCHER, Sec'y.

Connecticut General Life Ins. Co.

HARTFORD, CONN.

Assets January 1, 1886. - - - - - $1,551,414 25

Liabilities, N. Y. Standard	$1,107,997 53
Surplus to Policy-holders by N. Y. Standard	$443,416 72

Of which $103,873 50 is a Special Reserve due Savings Endowment Policies.

T. W. RUSSELL, President. F. O. HUDSON, Secretary

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A. SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

ACCIDENT INSURANCE OF ALL KINDS.

THE

Employers' Liability Assurance

CORPORATION, LIMITED, OF LONDON.

Paid-up Capital,	$500,000 00
Deposited with Insurance Department of N. Y.,	100,000 00

TRUSTEES FOR THE UNITED STATES.

OLIVER W. PEABODY, Esq., Kidder, Peabody & Co., Boston.
CHAUNCEY M. DEPEW, Esq., President N. Y. C. & H. R. R. R. Co.
SAMUEL SLOAN, Esq., President Del. Lack. & West. R. R. Co.
WM. A. FRENCH, Esq., Mass. Nat. Bank; Abram French & Co., Boston; French, Potter & Wilson, Chicago.
HON. JOHN LOWELL, Boston.

ENDICOTT & MACOMBER, UNITED STATES MANAGERS,
71 Kilby Street, Boston, Mass.

General Accident Policies provide for payment of principal sum insured on death or loss of two eyes, or two hands, or two feet, or one foot and one hand: for payment of half such sum on loss of one hand or one foot, and for weekly indemnity on temporary disablement. Benefits greater and cost less than those of other companies.

Agents for New York State, PELL, WALLACK & CO.,
53 WILLIAM STREET, NEW YORK.

BONDS OF SURETYSHIP.

THE

GUARANTEE

CO. OF NORTH AMERICA.

Head Office: 157 St. James St., Montreal.

The OLDEST and LARGEST in America.

President—HON. JAMES FERRIER, Senator.
Vice-President—SIR ALEXANDER T. GALT.
Managing Director—EDWARD RAWLINGS.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

D. J. TOMPKINS, Secretary.

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES.

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON	Chicago.
H. K. LINDSEY	Cincinnati.
E. W. CARPENTER	San Francisco.
HUTSON LEE	Charleston, S. C.
S. O. COTTON & BRO	Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes, Cyclones and Farm Property

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - Phenix Building, CHICAGO, ILL.

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

GEORGE INGRAHAM, 2d Vice-President.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: {1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,233, insuring	92,262,969 44
Policies issued in 1886, 6,738, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 13 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing. For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE, Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn N.Y.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

— $26,000,000 00 —

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

ARTHUR L. BATES, - - - - - Secretary.
J. FRANK LANG, - - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, NOVEMBER 26, 1887. NO. 22.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

THERE are no new developments so far this week in the matter of the Continental Life insurance company. The insurance commissioner will not talk, except to say that he has not yet finished his examination, and the officers of the company do not yield much information to the patient interviewer, except to deny the findings of the commissioner. One can get a great deal of misinformation on the street about it, however. One man supposed to know was asked by a friend if he thought that the company could pull through, and answered, "yes, he knew it could." Another equally well informed said emphatically that there was nothing of it left worth saving. The commissioner certainly owes it to the public to make his examination as short as possible. It is not the convenience of the officers of the company that he should consult, but the interests of the holders of its policies. Unless he has blundered in his finding, there is no longer any value in the stock of the company. If there is enough of it to protect the policyholders and other creditors they ought to know it at the earliest practicable moment.

WHEN doctors disagree, who shall decide? There does not seem to be an entire agreement in opinion regarding what is really essential in fire underwriting, to put it upon its feet and enable it to go on as a reasonably safe and lucrative business. One man is enamored of the three-quarters clause and insists that the moral hazard is what is sapping the foundations of underwriting, and another is equally earnest in asserting that co-insurance is the only remedy to be found for demoralization, because it is the only way in which an underwriter can be sure that he has a rate. He wants the property owner to keep fully insured, or, failing that, to stand as a co insurer to the extent of his uninsured value. In other words, the three-quarters clause means partial insurance, the co-insurance clause means full insurance. Which, if either, is the real panacea? We should unhesitatingly give our vote for co-insurance in the full expectation that it would induce full insurance. As an individual we do not care to go into the insurance business, and certainly do not want to take risks on our own property, which we intend to keep fully insured in responsible companies. But we are aware that many business men do not do this. They discount the chances of total loss, and insure the proportion of the whole which they think will not be saved in case of fire. This destroys the underwriter's only hope of securing an intelligible or equitable rate as between customers. The company carries merely the risk of loss, and that risk is often as great on a ten thousand dollar policy as it is on a twenty thousand dollar policy. The entire value of any risk can be insured at a much lower rate than any portion, and the reduction in rate which has been made in the west when coupled with co-insurance is a move in the direction of sound underwriting.

THE Boston underwriters add another to the examples which we have so often mentioned, of the care with which insurance managers study the problem of fire destruction, and the zeal which they have always shown to prevent it. They have constructed an elaborate set of rules for the safe use of electric lights, a summary of which appeared in our issue of last week. Everywhere underwriters have been the first to study into the new hazards of fire introduced by new processes of manufacturing and new plans for heating and lighting. Everywhere these have been given to the public and enforced with all the authority which could be brought to bear upon the insurance seeking public by those whose business it is to protect property owners from loss. In this matter the underwriters have often had to contend with the indifference and even hostility of those they intended to benefit as well as of those whose interest lay in ignoring precautions which would add to the cost of their new appliances. The only criticism of fire underwriters which can honestly be made is, that they have not always lived up to their convictions. They should be very careful and very sure of their ground before making such regulations, and then a failure to comply should be followed by cancellation.

THE following paragraph appears in an exchange:

> The recent large cotton fire at Memphis, Tenn., has raised a triangular fight, between the various insurance interests, which promises a new and valuable batch of legal decisions. The Compress company took out insurance for the benefit of all parties interested and declines to allow it to apply on the adjustment until all the specific and marine insurance is exhausted. The marine companies claim that the railroad and Compress companies are liable for everything not covered by the specific policies and the companies having specific policies are not quite sure where they contribute, but are inclined to the not illogical opinion that the Compress company's insurance is liable up to its full amount, and then they are willing to apply in their proper proportion. In the meantime all the companies at interest are uncertain how to enter up the loss.

Without entering into the legal questions which may be involved we give our voice for exhausting the marine companies' policies first. It would be a good thing if we could, once in a while, drive straight at abstract justice without the aid of the courts. What business has a marine insurance company with a risk on cotton in a compress at Memphis? The fact is that marine insurance companies have gone all over the interior of the southern states and insured cotton where there was no immediate marine risk involved, and we think that they ought to have the preference in paying losses. They have utterly demoralized rates in many instances and broken up tariff associations by

engaging in a business which is foreign to their organization. Let them pay first.

In the Boston *Advertiser* a week ago there appeared an article taking strong ground in favor of the security and desirability of Western mortgage loans. In it we find two letters, one from the Ætna Life and the other from the Connecticut Mutual Life giving the experiences of these two companies on mortgage loans. This experience, as will be seen covers loans to the amount of one hundred and twenty millions of dollars, and closed accounts to the amount of over fifty millions. The letters were written in reply to a request for the facts made by Mr. Henry M. Cleveland, who was one of the special commissioners appointed by the legislature of Connecticut in 1877 to examine the life insurance companies of that state, and are as follows :

Ætna Life Insurance Company,
Hartford, Oct., 22, 1887.

Loans made to December 31, 1886	$35,198,334.31
Loans paid to December 31, 1886	19,767,145.96
Loans in force to December 31, 1886	$15,431 188.35
Total number of Loans in force	11,612
Average amount of Loans	$1,328.90

Mr. H. M. Cleveland—My dear sir: In reply to yours of 21st, would say that the result of sales of property taken under foreclosure have been entirely satisfactory and in the aggregate have been a source of profit. In exceptional cases, there has unquestionably been small losses, but not enough to affect the favorable results of the entire business.

Yours truly,
M. G. Bulkeley, President.

Connecticut Mutual Life Insurance Co.,
Hartford, Oct. 15, 1887.

H. M. Cleveland, Esq., 7 Exchange Place, Boston, Mass.:

Dear Sir:- President Green hands me your letter of the 6th of September, asking us to bring the exhibit of this company with regard to Western loans, printed in the report of the special commission for life insurance companies in January, 1878, down to July, 1887; and I beg to say in reply that:—

The total amount loaned by us on real estate mortgages to July 1, 1887, was	$85,565,095.68
That the amount of such loans outstanding July 1, 1887, was	$30,955,259.10
And that the net gains on sales of property taken in foreclosure to the same date were	$748,136.08

Trusting these figures will serve your purpose, we remain,

Very truly yours,
W. G. Abbot, Secretary.

One ought to be able to see with half an eye that the place to loan money on real estate successfully is the place where real estate brings its best returns, and that is where land is productive and population and wealth is increasing. A casual glance at the census returns for thirty years will show that this is not in the eastern states, but in the states lying west of the great lakes, the states which a few years ago were "out west," but are so no longer. With a settled society and reasonable laws, loans in these states, used as they are for permanent improvements, are as safe as government bonds, and both of the Connecticut companies named can point to their record of real estate loans with pride, as being the best investments made anywhere by any insurance companies.

We hope that the insurance commissioner of Connecticut, when he has digested his Thanksgiving turkey, will ponder upon the following, which has been telegraphed all over the country by the Associated Press, under date of Atlanta, November 22 :

The Continental Life insurance company, of Hartford, which has numerous agencies throughout Georgia, finds itself in a peculiar position under the recent law on insurance. The insurance commissioner of Connecticut a few days ago notified the home office of the company at Hartford that it should cease issuing new policies and paying dividends either to stockholders or policy-holders until its solvency should be established. The announcement of the insurance commissioner's action has created great consternation among the policy-holders here, many fearing that they will lose the amounts invested. None of the local agents are permitted to accept new business, and they were besieged to-day by excited patrons clamorous for some encouraging intelligence. The agents offered no explanation.

The particular point to which we desire to call his attention is in the last sentence. The agents of the company can offer no explanation because no explanation has been given by the insurance department. The officers of the company claim, whether justly or not, that they are as much in the dark as any one. We have tried and can get no information from the commissioner except that his examination is not finished and he cannot tell when it will be. This examination began in July last, and the Continental is one of the smallest Hartford companies. We are a very patient people, but when an official, with the power of the state behind him, unrestricted in the employment of assistants, cannot ascertain the condition of a two million dollar company in five months, what are we to hope for as the result of his administration? So far, the result of five months of examination has brought nothing but consternation to policy-holders, as the dispatch says, and that means the abandonment of policies by those whose renewals are falling due.

Insurance Legislation.

It may be as well to remind the readers of The Weekly Underwriter that we have the legislatures with us again, South Carolina meeting this week, to be followed next month by Virginia and Kentucky, and in January by a number more of the states and territories. For the year beginning with this month and ending with October 31, 1888, there will be held sessions of the legislatures in fifteen states and territories. Some of them, too, are states in which, judging from the past, there will be more or less attempts at bad legislation on insurance. New York, New Jersey, and Massachusetts we have annually with us. Then there are Ohio and Iowa, Maryland, Virginia and Kentucky, all dangerous states, and several of the territories which will bear watching. Altogether the winter promises to be for us a busy one, and for our customers an anxious one.

The man who was primarily responsible for putting the interests of insurance at the mercy of legislators, if he still lives, no doubt repents him of the evil he has done. Certainly the evil is one, the offence of which it will take a long life of repentance to wipe out. We have a firmly fixed opinion that he was an underwriter and wanted to get an advantage by his action at the public expense. At least we know that a great deal of the subsequent legislation was initiated by underwriters and has not always been actuated by motives that are above suspicion. They have sowed the wind, and they or their successors are reaping the whirlwind. That, however is not all that we have to say at this time about insurance legislation. We have the evil with us, and the only thing to be done, apparently, is to counteract it.

There are two ways to deal with it, either to let legisla-

tors go on unchecked and make a rate to meet unfriendly legislation, or to do our best to prevent the passage of bad laws. Some underwriters affect to adopt the former course, but those who do so are the men who shrewdly reason that others will not, and that by affecting indifference they will escape whatever trouble and expense there is involved in preventing bad legislation. When an underwriter tells us that he does not care what the legislatures do, we know that he is not telling the truth, but we are quite certain that he intends to let his neighbors do the work, and pay the bills

As to the legislator himself we have a soft side for his dilemma. He finds himself bewildered by the multiplicity of interests which seem to demand attention at his hands. As a rule insurance is one of the many things about which he knows very little, and in our judgment he has a right to claim from underwriters the help that they ought to be able to give in his perplexity. Alas! though, he will find diversity of opinion even there. The valued policy law would have been repealed years ago in Wisconsin had it not been for underwriters. In every state where bad legislation has been proposed it has found advocates among insurance agents.

So we suggest for the coming winter that the underwriters try to be at one about this matter of legislation. Do not present a divided front, and do not seek through the enactment of laws an advantage which you cannot get through fair business competition. The true attitude for underwriters is one of opposition to all legislation which does not include all other kinds of business in its scope. Special taxation, special regulation and special supervision, are alike unnecessary in insurance. Whatever protection the individual needs against insurance companies he needs as well against all business enterprises with which he may come in contact.

For the legislator a safe rule is to remember that insurance flourished in this country for many long years without his aid, and that its worst days have been seen since the state undertook its supervision. As a rule he has meddled to mar, and as a rule he will continue to mar if he meddles.

Facts and Opinions.

THE project of a social club composed of New York underwriters, which has been in a formative state for several months past, and in charge of a committee of fire, life and marine insurance men, has finally and definitely been abandoned. The plan involved an arrangement with the Equitable Life Assurance Society for club quarters in that company's new building, and certain eligible rooms, as is well known, were set apart therein and prepared for the habitation of the proposed club. The landlord was to provide everything essential to the comfort of the club, including furnishing, library and restaurant, and to receive therefor the initiation fees, (fifty dollars per member) and the annual dues (likewise fifty dollars per member) as compensation or rent. But it was stipulated by the company that the club should begin with a membership of not less than 175, and have that number on November 1. On that date, however, the requisite number had not been secured and an extension of fifteen days was asked for and granted to the club committee. The following circular sent to the subscribers of the club under date of November 16, and signed by the chairman and secretary of the committee, tells the rest of the story:

DEAR SIR:—By circular of October 15th ult., you were advised that it had been mutually agreed between the governing committee and the Equitable Society, that "in consideration of certain modifications" in the original agreement with said society, for providing and maintaining accommodations for the club, by which that society was to assume "all expenditures and liabilities which the club would otherwise have had to meet," it was made a condition precedent that there should not be less than 175 subscribing resident members secured before November 1st. At the request of the committee a further extension of time was granted by the society to the 15th inst., when only 103 had signified their assent to the new agreement This number was so much less than the minimum agreed upon that the committee were reluctantly compelled to terminate the negotiations. The committee have therefore, at a meeting held this day, resolved to adjourn *sine die*, and have instructed the officers to notify you accordingly. The agreement signed by you is returned herewith.

It is understood that the Lawyers Club, which has fine rooms in the Equitable Building, has, since the above announcement was made, taken the rooms which were intended for the underwriters club.

THE annual report of the work of the inspection department of the Boston Board of Fire Underwriters says that since July 1, the inspectors have examined 2,666 risks, and have had improvements effected in 1,528 of these. Since the allowance made in rates last spring, the work of the department has been made very much easier, and all recommendations are cheerfully complied with. Property owners are beginning to perceive that the work done by the board is of advantage to them, and that the suggestions made by the inspectors are dictated solely by a desire to prevent fires. This being the case it is believed that what has already been done toward reducing the fire losses in Boston is but small in comparison with what may be accomplished in the future. For the year ending June 30, the following improvements were made by the inspectors:

Cellars cleaned, 739; boilers and furnaces made safe, 91; flues and funnel holes made safe, 457; stoves and forges, 683; steam pipes, 109; metal ash receptacles secured, 989; waste propepty cared for, 1,053; lights made safe, 840; fire doors placed or repaired, 89; windows cleared, 187; windows repaired, 126; closets cleaned, 257; stairs cleared, 107; attics cleaned, 278; fire pails ordered, 1,597; dry-rooms made safe, 4; merchandise arranged for covering, 111; fire ventilators placed, 60; elevator wells improved, 20; hatches placed or improved, 138; passageways cleared, 20; sawdust spittoons removed, 31; plastering repaired, 20; sprinklers ordered, 8; automatic fire alarm ordered, 1; miscellaneous improvements, 201.

A REPORT that the arbitration in the Dimick matter between the Continental on the one side and the Union of Philadelphia and the Insurance Company of the State of Pennsylvania on the other, is off, elicits this explanation from the first named company. There were distinct suits brought by each of the Philadelphia companies against the Continental and Dimick, or four suits in all. These went before the arbitrators. The Thames and Mersey suits against the Continental and Dimick are before a referee and are not herein involved. On Saturday, counsel for Dimick who is now sojourning in Canada, announced the withdrawal of his client from the arbitration, which practically breaks it up. The statement that the counsel for the Continental withdrew that company from the arbitration is not true. The officers of the Continental assert that their company is willing to continue before the arbitrators.

DISPATCHES from the southwest say that a tract of territory 500 miles wide and 800 miles long is being devastated by forest fires. From a point east of Texarkana the fires have swept entirely across the state of Arkansas up into south-

east Missouri, where a dozen big fires are now raging, and hundreds of farm buildings, it is reported, have been burned. The flames crossed the river into the state of Mississippi, and the whole east shore almost to Cairo is burning. Hundreds of cotton plantations and cotton gins have been destroyed, and the crops and improvements on thousands of farms have met the same fate. The fires are working northward, and the air this week in St. Louis was heavy with smoke and the smell of burning timber. In Stoddard and Mississippi counties, Mo., the destruction is vast and extended, the dry prairie grass forming the connecting link between the forests.

ANOTHER New Orleans company of the underground class, is added to the dead. The German-American, on Wednesday, filed a petition in the civil district court in New Orleans, praying for the forfeiture of its charter, the cause assigned being "the failure of Runck & Co., of Kentucky, the company's largest correspondents." The German-American was founded early this year by E. Marion Hunt, who has since died. His backer was currently believed to be Runck, the broker who runs a wild-cat agency at Covington, Ky., and has been doing a large underground business in Ohio and neighboring western states. The nominal capital of the German-American was $200,000. If it is true that its collapse is due to its being cheated by its backer, it is probably a bad wreck, and the outlook for its creditors is not at all promising.

THE winter quarters of Barnum's menagerie, at Bridgeport, Conn., were burned on Sunday night. There was some insurance, both on building and animals and there has been some curiosity since the fire to know what companies were interested. The following list has been sent out from Bridgeport:

North British and Mercantile, $3,900; American Fire of Philadelphia; $2,600; Continental, $2,600; Germania, $2,600; Hanover, $2,600; Mechanics', New York, $2,600; Niagara, $2,600; London and Lancashire, $2,600; Pennsylvania Fire, $2,600; Royal, $2,600; Lancashire, $2,600; Citizen's, New York, $2,600; Glens Falls, $2,600; Norwich Union, $2,600; Springfield Fire and Marine, $2,000; Phenix, Brooklyn, $2,600; Hartford, $2,600; Firemen's, $2,600; American, Newark, $1,300; Norwalk, $1,300; Orient, $1,300; Security, $1,300; Peoples, Albany, $1,300; Commerce, $1,300 Anglo-Nevada, $1,300; People's, New York, $1,300; Howard, $1,300; First National, $1,300; Granite State, $1,300.

THE English financial papers are advertising the prospectus of a new concern called the Automatic Accident Insurance Box Company. It utilizes for accident insurance the idea brought out in those machines, so familiar now to Americans, which are induced to register one's weight or start the engines of a minature steamboat, when a nickel coin is dropped in an orifice of the machine. The box owned by the English company turns out an accident insurance policy for twenty-four hours, duly printed and stamped, when a penny is placed in a slot. It is intended to put it at the railway stations, steamboat piers, hotels, restaurants, theatres, ferries and other places of public resort. These boxes for accident insurance policies have already been seen in New York, and the invention is probably an American one.

THE manager for the Metropolitan Life in western Massachusetts has recently discovered that the company paid a death claim a few years ago on the life of a man who is still alive. The agent in Springfield insured the man more than three years ago for $500, and a claim was afterward put in, accompanied by a physician's certificate, and in due time it was paid. The family soon afterwards moved to Holyoke, Mass., and the supposed dead man now lives in the city. It seems that a man died in the family, and the physician signed the death certificate, not knowing of the fraud which was being perpetrated, and on the strength of this the money was obtained from the insurance company. One of the officers has recently been looking up the evidence, and prosecution will undoubtedly follow.

JUDGMENTS have been rendered in Wisconsin against the following companies, charged with doing an illegal business in that state: Alabama of Mobile; New England of Rutland, Vt.; Citizens of Mobile; Mount Holly of Mount Holly, N. J.; Commercial of Montgomery, Ala.; Falls City of Louisville, and the Council Bluffs of Council Bluffs, Iowa. The judgments aggregate $71,764. The companies —or those of them that are alive—have given notice that they will appeal to the supreme court, it having in a similar case reversed judgment.

THE examination in the case of Dr. William M. Reynolds and wife, who were accused by the London Assurance Corporation of trying to obtain money for insurance on furniture which they had removed from their summer residence at Flushing, L. I., before it was burned, was concluded on Saturday before Justice Smith in New York, who decided to hold the parties for trial. Dr. Reynolds gave bail in $4,000, and Mrs. Reynolds in $1,500, to appear for trial.

THE future of the Charter Oak Life Building, in Hartford, a large and fine structure, is much discussed. The Travelers insurance company was in treaty for it when President Bartholomew went away, and then all negotiations were broken off, and have never been renewed. The building will be offered at public sale, in May, by order of the court. One plan is to turn it into an opera house; another to make a first class hotel of it.

IT is a thunderbolt that *Insurance* hurls at the Mutual Reserve Fund this week. Besides that, its capture and presentation of the evidence convicting the big assessment company of systematically forcing loss claimants to accept less than the amounts due them, is a feat of journalistic enterprise worthy of a great head or rather of two great heads.

THE Dakota brood is increased by a concern at Plankinton, with the long name of the Farmers National Co-operative insurance company, which will do business on an alleged basis of $100,000 capital, whenever it can secure the charter that it is after.

THE Ætna Life insurance company offers a fifty-dollar prize for the best story upon the subject of life insurance or pertaining thereto. The copy must be in the possession of the company before March 1, next.

THE funeral of the late Lemuel D. Smith, New England special agent of the German-American, was largely attended, at Waterbury, Conn., on Saturday, by Boston, Hartford and New York insurance men.

EARTHQUAKE insurance has come. Two companies are asking charters of the South Carolina legislature, to do, among other things, insurance against damage by shakes. See our legislative news.

THE Washington Life insurance company has issued its usual almanac for the coming year. This edition is illustrated with pictures of Russian life and scenery.

Personals.

AGENCY APPOINTMENTS.

Connecticut Fire: Henry Rice, Attleboro, Mass.

Farragut Fire: Conrad & Maxwell, San Francisco, Cal.

German-American: W. N. & H. J. Storer, Cambridgeport, Mass.

Glens Falls: Edwin Shaw, Fall River, Mass.

Imperial of London: Chauncy H. Pierce, Northampton, Mass.

Liberty of New York: Jones Frankle, Haverhill, Mass.; Joseph L. Hall, Fall River, Mass.; Samuel H. Cook, New Bedford, Mass.

Manhattan Life: Philip L. Sondheim, general agent for Michigan, with headquarters at Detroit.

Merchants of Newark: Thomas P. Shiel, Somerville, Mass.

Phenix of Brooklyn: George H. Binney, Boston, Mass.; E. J. Smith & Son., Boston Highlands, Mass., Jordan, Lovett & Co., Boston, Mass.; Richard D. Chase, Quincy, Mass.; Arthur D. Ball, Brookline, Mass.; Charles B. Wheelock, Newtonville, Mass.; R. W. Tappan, Malden, Mass.

Royal: Frank Palfrey, New Orleans, second agent.

Sun Fire Office: Samuel M. Brown, Boston, Mass.; George W. Spurr, Winchester, Mass.; Warren Boyden, Walpole, Mass.

Union Central Life: Eugene Underhill and Charles Seward, special agents in the city of New York; G. C. Kelso, Michigan state agent, with headquarters at Detroit.

Col. George P. Thomas, president of the Maryland Life insurance company, since its organization in 1865, died last week, aged sixty years. The Baltimore *Underwriter* says of President Thomas: "He had a kindly and generous disposition which strongly attached his friends to him and which was manifest in his business relations. He never allowed a claim against the Maryland Life to be contested, even where there was good ground for suspicion of fraud, and the appeal of sorrow and suffering was sure to meet with a sympathetic response. He will be sadly missed in the places that will know him no more."

Mr. B. C. Townsend has not resigned as secretary of the agency department of the Continental of New York, as current report has asserted. Mr. Townsend after the removal to Chicago of the agency department of which he had charge, made a request of the directors to be permitted to retire from active service, for rest, and to attend to long neglected private interests, which request was granted by the board, subject to his being re-called at any time his services are required. He retains his rank among the official force on salary and whenever at his desk perform his old duties.

President Cleveland is the subject of a gossiping sketch in a Sunday paper, by Harry Hill, who says that G. C. was a lively member of the Buffalo volunteer fire department, and headed a committee of Hook and Ladder No 2, which came to New York to buy a new truck, and was allowed by his associates to do all the work and he did it.

Mr. Eugene Harbeck, for some time special agent in Michigan for the Phenix of Brooklyn, has been elected secretary of the Michigan Fire and Marine of Detroit, in place of the late E. C. Preston, says the *Indicator*.

Mr. Franklin Whipple of Worcester, Mass., who was arrested recently for securing insurance in companies not authorized to do business in that state, pleaded guilty on Wednesday and paid a fine of $100 and costs.

Mr. E Roger Owen, fire manager of the Commercial Union of London, returns to England on the S. S. Umbria, which sails to-day.

Mr. Samuel H. Stone has resigned the agency of the Connecticut Mutual Life, at Beverly, Mass., to take effect December 31.

Col. W. A. R. Boothby, of Waterville, Me., has been appointed Maine state agent of the National Fire of Hartford.

Insurance in the Courts.

Judge Pardee, in the supreme court of Connecticut, has granted an extension of time for presenting claims against the Charter Oak life insurance company, until December 1.

In the case of Blackburn, Low & Co., *vs.* Vigors, the British House of Lords, on August 7, 1887, finally disposed of the litigation by holding that a policy of marine insurance is not rendered void by the concealment of a material fact by a broker employed by the assured to effect an insurance on the subject-matter, if he be not the broker through whom the insurance is ultimately effected, provided that there is no fraud or concealment on the part of the assured of facts which have come to his knowledge. This says the Liverpool *Journal of Commerce*, from which the following comments are taken, was a reversal of the judgment of the court of appeals which held that there was a concealment of such a nature as to render the policy not enforceable. As there is no appeal from the House of Lords, it has now become an established rule of British law that, if a person who has a ship to insure (or re-insure) is ignorant of any fact relating to her loss or damage, and he instructs an agent to insure, and that agent possesses private information which he does not impart to his principal, the policy is not void. The knowledge of an intermediary is not tantamount to that of the principal, who directs the taking out of a policy, and also of the direct agent who concludes the business with the underwriter. This seems reconcilable with the opinion of Sir Joseph Arnould, author of "Marine Insurance," the standard authority on questions of insurance. If the principal was not aware of the loss of the ship, and the agent who took out the policy was equally in ignorance, there could be no concealment on the part of either of them; and, by the judgment of the House of Lords, it is now laid down that, if a go-between hears a rumor of a damaging character, and does not give it further circulation, a policy taken out by a third person is good to all intents and purposes; but in "Richards *vs.* Murdock," 10 B. and C., 52, a policy was voided by failure to communicate material facts, and an agent was made liable to the principal.

The California Law Taxing Foreign Insurance Companies for the Firemen's Relief Fund Unconstitutional —A California Supreme Court Decision of Great Interest to Agency Companies Doing Business in that State.

In the case of the city and county of San Francisco against the Liverpool and London and Globe insurance company (a test case) the supreme court of California, on November 10, declared the act of the California legislature levying a tax on fire insurance companies not organized under the laws of the state, for the use of the Firemen's Relief Fund, unconstitutional. The following is a statement of the case, and a summary of the decision:

The action was brought to recover $441.36, with interest, under the legislative enactment entitled "An act to require the payment of certain premiums to counties and cities and counties by fire insurance companies not organized under the laws of California, but doing business therein, and providing for the disposition of such premiums." An answer was filed to the complaint, and therefore, on motion, judgment was rendered for plaintiff on the pleadings, from which the defendant appeals.

The act requires every agent of the insurance company designated, to pay into the hands of the treasurer of any county, or city and county in the state, a sum equal to one per cent. upon the amount of all premiums, which during the year, or part of the year, ending on the first Monday of September, shall have been received by such agent, or which shall have been agreed to have been paid for any insurance effected, or agreed to be effected within the limits of such county, or city and county. The money when so paid to constitute a fund to be known as the Firemen's Relief Fund of the county, or city and county in which the property insured is situated and to be under the exclusive control of the fire commissioners, or other governing body of the fire department of such city, or city and county, under such general regulations as the board of supervisors thereof may prescribe.

The answer does not deny any of the material allegations

of the complaint, but the defendant claims that the exaction is illegal, and that the statute imposing it is unconstitutional and void; that it is in violation of various provisions of the constitution, and among them is section 12, Article IX which reads as follows:

The legislature shall have no power to imposd taxes upon counties, cities, towns or other public or municipal corporations, or upon the inhabitants or the property thereof, for county, city, town or other municipal purposes, but may be general laws vested in the corporate authorities thereof the power to assess and collect taxes for such purposes.

The supreme court says: "If this exaction is a tax, and the purpose to which the proceeds are devoted is a county, city, town or other municipal purpose, it is plain that it is prohibited by this section. Both propositions are denied by respondent. It is claimed that the object of the act is to prescribe a condition upon the performance of which foreign corporations shall be permitted to do business in this state; that the state may discriminate against such corporations in favor of her own citizens or domestic corporations; that, as such, foreign corporations have no rights under the state corporation except such as are expressly guaranteed to them as foreign corporations; that the power of the state to impose conditions is not limited by general provisions of the state constitution, and is absolute unless specifically limited, either in federal or state constitutions; and, in the absence of such, foreign corporations, as such, have no rights which the state cannot touch."

This claim, the court holds, is very broad, and is derived from the proposition that corporations have no absolute right to recognition in other states, but do business in such states merely by grace, depending for the enforcement of their contracts upon the assent of those states, which may be given on such terms as they please. The power of the legislature to impose conditions is as absolute over domestic as over foreign corporations. There is no natural right in our own citizens to do business in a corporate name. Home corporations act purely by grace, and the consent of the state to the enforcement of their contracts may be given or refused as the state may choose.

The court proceeds at length to describe the powers of the state over domestic corporations, which, it holds, is precisely the same as it has over foreign corporations.

Coming down to the question: "Is the exaction here in question a tax?" the court says: "The statute itself denominates it a tax, and it must be confessed that it has all the characteristics of a tax. It is a charge imposed by the legislature for the purpose of revenue. It is not founded upon contract, and does not establish the relation of debtor and creditor. It is an enforced proportional contribution levied by authority of the state, and for public needs. * * If the condition had been that the corporation should pay a fixed sum for the privilege before it was allowed to do business at all, it would no doubt be held a condition and not a tax; so perhaps if the license were not required to be renewed at stated periods, and it has been held that where the corporation is required to pay a percentage upon its receipts, and the payment is required to be secured by a bond before the corporation is allowed to do business in the state, the special requirement distinguishes it from ordinary taxation and plainly stamps its character."

The law of licenses and conditions as set forth at length and the court concludes as follows: "if the purpose of the fund created by the tax is a public purpose at all, it is clearly a municipal purpose. The management and control of the fire department has always been left to local authorities. The fact that the state at large has an interest in the efficiency of the departments does not render the end any less a municipal one. The people of the state have such an interest in all the police powers granted to these municipalities. And even if the state may exercise a concurrent supervision over a subject, still, so far as actually controlled by the local board, it is a matter of municipal concern. It is claimed by the appellant that the law is in conflict with many other provisions of our constitution, and also that no provision being made for a suit to collect the tax, this action is without authority. Taking the view I have of the objections here dismissed, it is not necessary to pass upon other objections. I think the judgment should be reversed, and it is so ordered."

The decision is written by Judge Temple, and concurred in by Judges Sharpstein, Paterson and McKinstry, Judges McFarland and Scarles dissenting.

Insurance Legislation.

South Carolina.

(Special to The Weekly Underwriter.)

Columbia, S. C., November 25.—The South Carolina legislature met on Tuesday. The bill to incorporate the Columbia Home insurance company, which was introduced last session, was taken up on Tuesday in the senate and passed, and was sent to the house, where it received its first reading on Wednesday. The authorized capital is $500,000 and when ten per cent. of it is paid in the company may begin to insure "against losses by fire on all kinds of property, either real or personal or mixed, or against all the hazards of ocean or inland navigation and transportation of every kind; also against loss or damage by cyclone, earthquake or lightning or against fire caused by lightning, for such rates of premiums as it may determine." The incorporators are leading businessmen of Columbia and elsewhere.

The bill to incorporate the South Carolina Fire insurance company, with a capital of $300,000 (place of principal office not designated at this time), which was also introduced last session passed the senate on Tuesday and had a first reading in the house on Wednesday. Its privileges as to business are the same as those granted to the Columbia Home. At the present time there are only two home fire insurance companies in the state, the Germania and the Hibernia, both located at Charleston, S. C.

In the report of the comptroller-general just submitted to the general assembly it appears that there are sixty-eight Fire, fourteen Life and eight Co-operative insurance companies doing business in this state, 815 licenses have been issued to agents, and fees amounting to $4,075, have been paid into the treasury during the year.

The comptroller-general makes several important recommendations for the amendment of the insurance laws, which will come before the legislature at this session. These are as follows:

First—That the clerk of the court of each county in the state shall be designated as the party to accept service in case of suit against any insurance company. As the law now stands only such agents as are authorized by a resolution of the board of directors of a company can accept service in suits.

Second—That the license law be amended so as to require from each company doing business in the state the payment of seventy-five dollars or $100, instead of the present fee of five dollars for each agent and for each county; and that, upon the payment of said sum the company shall be authorized to do business by its agents in any part of the state. "The law forbidding agents to do business in any county without a license," says the comptroller-general, "is virtually a dead letter. In many instances it prevents parties from having their property insured or forces them, if they can afford it, to go out of the state, in order to be fully covered. If there is no agent in a county authorized to write cotton-gins the owner must go to another county or leave his property uncovered. If a factory owner in one county cannot get full insurance from agents licensed for that county, he is forbidden by law to cover his property through agents of another county, and therefore places his insurance in New York. Large sums in premiums are thus diverted from circulation at home and sent annually out of the state."

Bills covering both recommendations are preparing and will be submitted in a few days.

Miscellany.

The Impairment of the Capital of the Phenix of Brooklyn Made Good—The Official Announcement.

The Phenix of Brooklyn has issued a circular to its agents containing a report of the New York insurance department examiners upon the present condition of the company and the official certificate that the impairment of the company has been make good. The circular is as follows:

NEW YORK, November 19, 1887.

It is with great pleasure that we hand you herewith a report of the condition of the Phenix insurance company, together with a certificate from the superintendent of insurance department of the state of New York, to the effect that the impairment of our capital has been made good. We think it is unnecessary to make any comments as the report and the certificate speak for themselves.

NEW YORK, November 16, 1887.

TO THE HON. R. A. MAXWELL,
Superintendent of the Insurance Department, Albany, N. Y.

SIR—Complying with the instructions contained in your letter of yesterday, the undersigned have called at the office of the Phenix insurance company of Brooklyn, N. Y., for the purpose of verifying the statement of its officers to you, that the impairment of its capital stock had been made good.

We learn from an inspection of the books of the Central Trust company of New York, that said trust company has on deposit to the credit of the Phenix insurance company assessment fund, the sum of four hundred and forty thousand ($440,000) dollars. The books in the office of the Phenix insurance company, show that said sum was received from its stockholders in payment of an assessment levied to make good said impairment, and from subscriptions received for such stock as would be issued in place of that on which said assessment has not been paid.

We therefore certify that the impairment of the capital stock of the Phenex insurance company of Brooklyn, N. Y., as stated in the report made on our recent examination has been made good. We beg to state in this connection that steps have been taken to place the business of the company on a more profitable basis. The ruinous Ocean Hull business was discontinued on September 2, last, and no more policies on such risks have been or will be issued, and the company has re-insured the greater part of its Marine business. The "Jumbo" risks are also being carefully scrutinized and the lines reduced, and the more hazardous ones cancelled.

In other directions the measures that have been taken tend to place the company on a solid footing, and we feel no hesitation in recommending it to the confidence of the insuring public.

Very respectfully submitted,
MICHAEL SHANNON, Chief Examiner.
JOHN A. HORAN.

Superintendent Maxwell's certificate recites the two statements made by the examiners, one reporting the impairment of capital, the other its restoration and then makes the following declaration:

Now, therefore, I, Robert A. Maxwell, superintendent of the insurance department of the state of New York, do hereby certify that the Phenix insurance company of Brooklyn is possessed of the sum of one million ($1,000,000) dollars, capital, and is entitled and authorized to issue policies and transact business as a joint stock fire insurance company, with a total capital of one million ($1,000,000) dollars, as provided by the laws of the state of New York.

The Lightning Hazard.

The London scientific journal *Engineering*, of November 11, has a leading article on the lightning hazard, and suggests that fire insurance companies should undertake supervision of the erection of lightning rods in conformity with the latest ascertained results of electrical science. Old ideas must be revised and the truth realized that "lightning rods should only be erected by skilled electricians, knowing the business thoroughly." The following is the article:

Thunderstorms are, as is well known, much more frequent in summer than in winter. Statistics recently collected in France show that during the three hot months of summer, lightning strokes, whether to animals, trees, or buildings, are by far the most frequent; whilst during the winter months there are few or none. The cause of this is not very apparent; but a German writer has attempted to show, from observation and experiment, that electricity is generated by the friction of water vapor in the atmosphere; the vapor being raised up by the sun's heat. Friction of water particles has been known to generate electricity since the days of Armstrong's electrical machine, in which a jet of steam escaping from a narrow pipe is found to be electrified. The mere evaporation of water may or may not give rise to electricity; the question is at least a doubtful one; but the effect of rubbing of water particles against a mouthpiece is undoubted. There is also reason to believe that the particles striking against each other, or the atoms of the air, also give rise to electricity. The vapor thus charged condenses into floating masses which we term thunderclouds.

Now as a charge of electricity has the property of inducing another charge of electricity of an opposite kind to itself on any "conducting" matter near it, and as the earth is composed of what is called conducting matter, it follows that a charged cloud sailing over the surface of the earth induces an opposite charge on the ground below.

These two opposite charges, one of "positive" the other of "negative" electricity, tend, by another well-known property of electricity, to rush towards each other and combine. Hence when they are able to overcome the resistance of the air between, which keeps them apart, they leap together with a flash and crack, producing the familiar phenomena of thunder and lightning.

It is the old story of the electric spark. When a rod of dry sealing-wax is rubbed with the warm hand or a silk handkerchief, it becomes electrified, and if it is then held near a piece of metal, a tiny spark accompanied by a faint snapping sound will be observed. In this experiment the sealing-wax corresponds to the cloud and the metal to the earth, and the spark which passes between them is the lightning.

Sometimes another cloud floating near the first one takes the place of the earth, and then the lightning flash takes place between them. Lightning of this kind does not strike the earth; but it might have a destructive effect on the latter for all that, because it might give rise to the "back-stroke," which is sometimes fatal to life.

The "back-stroke" is not due to the direct flash and discharge. It is rather the reaction after the direct discharge has taken place elsewhere. Suppose, for example, that a tract of upland country, a rural district with trees, farms, and here and there a church dotting it, is covered by a thunder-cloud, which induces a charge of electricity upon it. In order that the charge upon the earth may get nearer to that upon the cloud so as to combine with it, the electricity, by another well-known property, will heap itself on the most prominent and pointed objects of the landscape. That is to say, it will accumulate on the trees, barns, chimney-tops, and spires of the district.

The whole atmosphere of the region is in a state of tension and suspense. The bolt is trembling in the balance, but no man knows where it will fall. Presently there is a blinding flash of light, the sky is rent with a lurid stream of fire, and instantly the tension is relieved. The discharge has taken place at one point, the point which offers the path of least resistance through the air, and at which the electric tension was most critical. At every other place where the electricity had seriously accumulated, there is consequently a sudden fall of electric potential, or a collapse to its old condition, or as it is called, a "return stroke." This instantaneous change is sometimes as fatal as the direct discharge, and it may ruin a building or destroy life several miles from the scene of the flash. The direct stroke is therefore more mysterious and unexpected than the flash, but fatal effects are comparatively rare from it. Nevertheless, since the latter have been attributed to this cause, a person cannot feel quite safe, although a thunderstorm with lightning is still several miles from him; the number of miles being estimated by counting the seconds which elapse between the flash and the peal, and allowing a distance of four miles for every second counted. He may feel safer than if it were close upon him, but there is still some room for fear.

In fact there is no real safety except within the area properly protected by a lightning conductor, or in a building which is itself a protector, for instance, a sheet-iron

house. Every building, then, should be protected in order to be safe. In the country, where these are often isolated, a lightning rod would be required for each; but in towns one rod would sometimes protect more than one house around it, according to its height and conductivity. Lightning rods, as they are now made of copper, are so expensive that most people prefer to trust their chances of escaping a discharge than have their homes protected. Yet a change of feeling in this respect will probably come about in course of time, especially if lightning rods can be had, as they are likely to be, for a trifling sum. It is important, however, that the rod should be properly planted with a good "earth" connection, and properly run up above the chimney with pointed ends into the air. Although the rod may be a simple affair, for example, two or three twisted lengths of telegraph wire, it should only be applied to the building by a person skilled in the work, or else it may invite instead of warding off destruction.

Thus bare electric light and telegraph wires running on poles in the open air have sometimes been taken into buildings carelessly, and by providing a path of less resistance for the lightning to "earth," have brought the discharge down upon the roof of the building. The effect may be more forcibly realized by conceiving a person to carefully plant the bottom of his lightning rod in connection with the earth and then take the other end indoors, instead of running it outside the house until it cleared the roof.

The flash takes place at the point of least resistance, because it is here that the two opposite electricities can easiest rush together. But the eagerness with which they tend to rush together is another thing to be considered. These two things taken together determine the discharge. There may be less resistance to the flash at one house or tree than at another, but if the attraction between the opposite electricities is less at the former, the flash may traverse the latter house. Hence one cannot exactly say if one tree or building will be safer than another. There is great uncertainty, and this is a reason for the instinct of awe and uneasiness which most animals feel on the approach of a thunderstorm.

In general, however, we can say that high houses, or those perched on high ground, are more likely to suffer from the discharge than small, low-lying houses. The former are therefore all the more eligible for protection; and they are to be avoided in seeking shelter from a storm. So are houses surrounded by trees, and with ponds or pools of water close beside them. For trees act as imperfect lightning rods, having a good earth connection, and especially if they are wet the discharge may strike the house in order to reach the ground through them, or in the case of the pond, through the water. One should not shelter under trees of any kind, but more especially tall soft trees like poplars. Many deaths have been incurred from sheltering under poplar trees in France.

Thunderstorms are said to be more frequent in open, treeless countries such as the Transvaal, or the Scottish hills, and the fact has been attributed to the unchecked ascent of electrified vapors; but on the other hand they are probably less destructive in such countries. One fatal accident a few years ago may be remembered by many, that is, the death of Lord Lauderdale, who was killed by the discharge while out grouse shooting. The discharge entered his forehead, and after emerging at his breast left the marks of its passage in two streams down the left leg. The brain and spinal cord being of nervous matter are better conductors than other parts of the body, and hence are not disturbed to the same degree as the latter. The flesh is sometimes rendered livid, and at others quite charred. Curious pink prints, as of arteries and trees, are sometimes left on the skin by the fluid; and watches are fused, clothes singed, and boots torn into shreds or pierced through, as happened in the case of Lord Lauderdale. Often death is quite painless, since it occurs before the brain has time to feel; but at other times, as in the Lauderdale instance, it is accompanied by intense suffering. Those who are not killed outright and recover their senses, tell of feeling a heavy blow when the shock came, and the disintegrated and disordered system occasions them severe pain.

Chimneys, by creating currents of warm smoke, and by their lining of conducting soot, are dangerous parts of houses, and there are many instances of the discharge taking that road. It were better then to avoid sitting near a fire in a storm. Indeed the safest place in the house on such an occasion would seem to be in the cellar and basement rooms, or upon an iron bedstead. In the open air, there cannot be a safer place than a dry hole or ditch, for it places the body below the surface of the ground, and therefore not exposed on a prominent place. But it should be a dry hollow else the water in it may invite the discharge; for water being a conductor in good connection with the earth, lowers the resistance to the discharge.

Fire balls are the comedy of lightning, and play the "antic" part. Many singular feats are recorded of them, such as quietly floating down a chimney and after astonishing the inmates of the room, suddenly disappearing up the chimney with a flash and bang. They are frequently witnessed, and a flash of lightning was seen during the past summer from Westminster Bridge to throw out fire balls like Roman candles. Nevertheless, the true nature of fire balls is not at all well known. Mr Planté has shown by experiment that they are perhaps the luminous end of a gentle discharge of current electricity passing between a charged cloud and the earth. Both observations and experiments are, however, still required to explain these mysterious vagaries.

Of late years new light has been shed upon the phenomena of thunderstorms; and there are signs of a more systematic study of their effects being instituted. Professor Schuster's recent discovery that air is comparatively speaking a conductor of electricity provided it be "polarised" by the passage of another electric discharge, has an important bearing on this subject, and helps to explain the length of some lightning strokes. The experiments of Threllfal on the production of ozone by electric discharges in air, confirms the common belief that lightning freshens the atmosphere; and the results of experiments in depositing dust and vapors by statical discharges from a Wimshurst machine, also strengthen the popular faith in lightning as a purifier of the air. In fact the "smuts" frequently observed when the atmosphere is dull and "thundery" may be a similar effect to what he has observed. Again, the experiments of Professor Hughes on self-induction lead to the conclusion that the best form of lightning rod is a flat ribbon of copper, or a strand rope of copper or iron, since it has less self-induction than a round rod or wire.

It has also become clear that in order to insure protection by lightning rods they should be periodically tested by a competent person; and Messrs. Siemens and others now supply apparatus for this purpose, together with the separate insulated wire to the lightning rod which is necessary to complete the testing circuit. By this means the conductivity of the rod can be ascertained from time to time. Indeed it is becoming more and more evident that lightning rods should only be erected by skilled electricians knowing the business thoroughly, and there is some reason to think that the board of trade, or at least the insurance companies, should provide that lightning rods be erected in conformity with the conditions laid down by the lightning rod committee, or, to speak more correctly, in accordance with the latest results of electrical science.

France has for some time past instituted observations on, and collected statistics of lightning strokes. Germany has established observatories for studying the same phenomena, and at the recent meeting of the British Association at Manchester the Hon. R. Abercromby proposed a plan for the systematic study of thunderstorms. It will thus be seen that combined action is being brought to bear on this important subject. Already the Germans have discovered that low marshy lands and inlets of the sea are more frequently visited by lightning than dry uplands. There is much, however, to be found out, and the subject, besides having a peculiar interest, is both profitable and humane.

Special Notices.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

The Fire Insurance Association
OF LONDON.

TRUSTEES IN NEW YORK.
JACOB D. VERMILYE, President Merchants National Bank.
THOMAS REID.
F. D. TAPPAN, President Gallatin National Bank.
THEO. W. LETTON, General Manager and Attorney for the United States.

CHARTERED 1880. ORGANIZED 1881.

New England Fire Insurance Co.
OF RUTLAND, VT.

L. W. REDINGTON, Pres. C. PARMENTER, Sec.

The only Stock Fire Insurance Company in Vermont.

Established 1782.

Phœnix Assurance Company,
OF LONDON.

FIRE INSURANCE ONLY.

LOSSES PAID over $65,000,000.

HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.
A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

Niagara Fire Insurance Company,
No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK. Secy. GEO. C. HOWE, Asst. Secy.

Sun Fire Office of London, England

J. J. GUILE, U. S. MANAGER,

OFFICE, 30 NASSAU STREET, NEW YORK.

Western Assurance Company,
HEAD OFFICE—TORONTO, CANADA.

INCORPORATED 1851.

A. M. SMITH, President. J. J. KENNY, Managing Director.

UNITED STATES TRUSTEES.

WM. H. GUION, of Williams & Guion, (Guion Steamship Line) New York
WM. A. BOOTH, President Third National Bank, New York.
ARTHUR B GRAVES, President St Nicholas Bank, New York.

1826. THE 1887.

Pennsylvania Fire Insurance Co.,
OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,458 52
Surplus	1,227,426 40
Total January 1, 1887	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

THE

Anglo-Nevada Assurance Corporation,
OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

INCORPORATED 1851.

The Berkshire Life Insurance Co.
OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.
JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.
Agencies in all the principal Cities of the United States.

QUEEN
INSURANCE COMPANY.

CHARTERED 1720.

The London Assurance Corporation

EASTERN DEPARTMENT:

GEORGE H. MARKS, - - - Manager,

69 Wall Street, New York.

WESTERN DEPARTMENT:

CHARLES LYMAN CASE, - General Agent,

161 La Salle Street, Chicago.

The United States Life Ins. Co.,
IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. Sec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies. at Home Office.

Connecticut Fire Insurance Co.,
OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. CHARLES E. BURT Sec'y

Liverpool & London & Globe Ins. Co.,

ESTABLISHED, 1836. ENTERED UNITED STATES, 1851.

NEW YORK OFFICE:
WILLIAM & PINE STREETS.

NEW ENGLAND, NEW YORK, PENNSYLVANIA,
OHIO, INDIANA, KENTUCKY,
TENNESSEE, ARKANSAS, MARYLAND,
DELAWARE, DISTRICT OF COLUMBIA,
VIRGINIA, WEST VIRGINIA,
NORTH AND SOUTH CAROLINA,

H. W. EATON, Resident Manager.

CHICAGO OFFICE:
124 LA SALLE STREET,

ILLINOIS, MICHIGAN,
IOWA, WISCONSIN,
MINNESOTA, MISSOURI,
KANSAS, NEBRASKA
COLORADO, DAKOTA,
MONTANA, UTAH,
WYOMING, AND NEW MEXICO.

WILLIAM WARREN, Resident Secretary.

NEW ORLEANS OFFICE:
Corner CARONDELET AND GRAVIER STREETS.

LOUISIANA,
MISSISSIPPI,
ALABAMA,
GEORGIA,
FLORIDA,
TEXAS.

HENRY V. OGDEN, Resident Secretary.
CLARENCE F. LOW, Assistant Secretary.

SAN FRANCISCO OFFICE:
422 CALIFORNIA STREET.

CALIFORNIA,
NEVADA,
OREGON,
ARIZONA,
WASHINGTON
TERRITORY,
IDAHO

CHARLES D. HAVEN, Resident Secretary.

BONDSMEN SUPERSEDED.

SURETY ON BONDS.

American Surety Co.,

160 BROADWAY, NEW YORK.

CASH CAPITAL, $500,000.

RICHARD A. ELMER, President.

Bonds Guaranteeing the honesty of Officers and Employes of Banks Railway Express and Telephone Companies, other Corporations and Business Houses.

This Company will act as Surety on Bonds required in the Courts.

RESIDENT TRUSTEES, NEW YORK.

WILLIAM A. WHEELOCK, C. L. TIFFANY,
JULIUS WADSWORTH, E. F. BROWNING,
WILLIAM B. LEONARD, J. W. PINCHOT,
JOHN J. KNOX, GEORGE F. VIETOR,
F. W. VANDERBILT, A. H. BARNEY,
CORNELIUS N. BLISS, L. W. WINCHESTER,
HENRY H. COOK, W. S. GURNEE,
WILLIAM B. KENDALL JAMES A. HAYDEN,
THOMAS C. PLATT, JOHN J. McCOOK,
WILLIAM DOWD, M. W. COOPER,
J. D. RIPLEY, RICHARD A. ELMER,
R. N. HAZARD, C. H. LUDDINGTON,
A. M. HOYT, H D. LYMAN

Royal Insurance Company,

OF LIVERPOOL, ENGLAND.

[FIRE.]
ESTABLISHED 1845.
HEAD OFFICE METROPOLITAN DISTRICT,
ROYAL INSURANCE BUILDING,
No. 50 WALL STREET, NEW YORK.

STATEMENT OF THE UNITED STATES BRANCH,
January 1, 1887.

ASSETS.

U. S. Goverment Bonds, market value	$2,325,470 00
Real Estate	1,790,967 78
Cash in Banks and Offices	237,999 65
Accrued Interest	48,100 00
Uncollected Premiums	311,263 21
Other Assets	116,331 17
	$4,830,131 81

LIABILITIES.

Unpaid Losses, Unearned Premiums, and other Liabilities	$2,500,579 97
Surplus	$2,329,551 84
Income in U. S. for 1886	$2,645,297 22
Expenditures	2,199,210 64

MANAGERS.

EDWARD F. BEDDALL, New York, for Metropolitan District, Royal Insurance Building, 50 Wall Street. W. W. HENSHAW, Assistant Manager.
SCULL & BRADLEY, for Massachusetts, Connecticut, Rhode Island, New Hampshire, Maine, Vermont; 53 Devonshire Street, Boston, Mass.
JOHN H. LAW & BRO., for Ohio, Indiana, West Virginia; Cincinnati, Ohio.
CHAS. H. CASE, for Illinois, Michigan, Wisconsin, Minnesota, Kansas, Missouri, Iowa, Colorado, Nebraska; Royal Insurance Building, 169 Jackson Street, Chicago.
CHARLES R. KNOWLES, for State of New York, [except Metropolitan District.] Albany, N. Y.
R. EMORY WARFIELD, for Maryland, Virginia, North Carolina, District of Columbia; 15 South Street, Baltimore, Md.
BARBEE & CASTLEMAN, for Kentucky, Tennessee, Georgia, Florida, Texas, South Carolina, Alabama, Louisiana, Arkansas,; Louisville, Ky.
GEORGE WOOD, for Pennsylvania, New Jersey, Delaware; Royal Insurance Building, 306 Walnut Street, Philadelphia.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,807,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	25,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED

In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance, a policy payable to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE, Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,890 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn N.Y.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,901 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

ARTHUR L. BATES, - - - - - Secretary.
J. FRANK LANG, - - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,056,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, DECEMBER 3, 1887. NO. 23.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

WE are not much given to taking a hand in other people's controversies, but wish to call the attention of the *Financial Chronicle*, of London, to a slight mistake it has made in its discussion of the American method of making up the unearned premium liability in fire insurance. It says that this liability, as shown in the American business of English companies "is actual experience, ascertained on monthly groups of policies in accordance with the law and practice." This is not exactly the law nor the practice. In making up the unearned premium all risks having less than one year to run are assumed to have earned half the premium. There is no actual experience about this. It is a mere guess, and certainly a considerable percentage out of the way, the premiums being much more than half earned. On long term risks we start with the same error, but it is not so great, because it eliminates the short business and the first year's portion is so small a part of the whole term. But in any event the gross premium is not the proper basis for a reserve for future losses.

THE unexpected happens so frequently in New York that we learn not to be astonished at anything. If anything could surprise us in the city of Gotham, we should have been surprised when we learned that the members of the New York Tariff Association had voted to submit their books to the examination of an expert selected by the grievance committee, whenever that committee desired to test complaints of deviation from the tariff. It is probable that the espionage of the old National Board has been forgotten in the years that have passed since it was exercised, but we desire to go on record with a bit of advice to the grievance committee, that it refrains from such examinations as much as possible if it expects or desires the Tariff Association to exist for any length of time. It is not in the business nature of any man to submit to such treatment, and very few will do it for any length of time. It may be thought that an underwriter who would vote to yield himself to such an indignity would not stick at anything, but there are things which can be named as possibilities affecting others, which when brought to actualities affecting ourselves are absolutely unbearable.

WHETHER the failure of the Underwriters' Club to effect a permanent organization under the proposed contract with the Equitable Life is to be regretted or not, we believe that the idea of an underwriters' club in New York should not be abandoned. The Equitable Life has secured an excellent tenant for the rooms the club was to have occupiod, so that we may presume that the society is satisfied to let the matter drop. But we have so much faith in the usefulness of such a club to the underwriting interests that we still hope it may be established even if on a more humble scale than was promised at first. It is a thing that would grow, but it had not the attractiveness that there is in the lawyer's club, because, although it would have had a handsome library, a library is not an essential tool of the underwriter as it is of the lawyer. The lawyer must have authorities where he can consult them, and if he were able to buy the books, he could not find storeroom for them at the cost of a club membership. Authorities are of little use to an underwriter, who makes his precedents as he goes along, but to the lawyer they are essential.

OUR correspondent at Columbia, South Carolina, believes that the bill for a valued policy law will not pass the legislature. We have no doubt that this special feature of bad legislation is no longer to be fought for as a matter of honest belief anywhere. The matter has been so thoroughly ventilated in nearly every state in this Union, the experience of states having these laws has been as unsatisfactory, that when we find a bill for a valued policy law brought before a legislature now and hereafter, it is the most natural, and usually the most correct thing, to consider it in the light of a revenue measure for the lobby. And it must be admitted that the way in which insurance companies have so often fought adverse legislation has afforded great encouragement to the lobby. We hope and believe that the sober second thought has so far prevailed that less encouragement will hereafter be given by insurance companies to that peculiar industry known as lobbying, and to the men whose labor begins and ends with the sessions of our legislatures. There has never been any need for their services, and there should never have been any encouragement given them.

WE are glad to see that, having digested his Thanksgiving turkey, the insurance commissioner of Connecticut *has* turned his attention to a matter which, in our judgment he has somewhat neglected, and on Wednesday of this week papers were served upon the Continental Life insurance company enjoining the officers from paying out any money, and citing them before the court to show cause why a receiver should not be appointed. The curious thing about this matter, aside from the delay, is that no one appears to know the result of the commissioner's examination. The Hartford *Courant* of Thursday admits its inability to get anything out of the Commissioner, and then constructs an elaborate article in the true daily newspaper style from outside testimony. In fact, as we said last week, there is abundant outside testimony, and some of it is of such a character as to lead to a suspicion that the commissioner is not always so reticent as he is to newspaper men. We were

told on Tuesday morning that the papers were to be served that day, applying for a receiver. They were probably prepared on Tuesday but were not served until Wednesday. Let us all be thankful, at least, that the suspense is over, and that the company will have a chance to know what it has to meet, and to prepare its defence if it has any. We might make from the Hartford papers a summary of the gossip which has been picked up by the reporters, but much of it we know to be untrustworthy, and none of it can serve any good purpose. Our present impression is that the company will not go into the hands of a receiver, but we reserve the right to change that belief on further evidence. But we have no doubt at all that the winding up of the company would be a very bad thing for the policy-holders, and we have a very decided opinion of the statute under which this proceeding is brought. It was irredeemably bad legislation.

THE *Independent* in an admirable article exposing the worthlessness of a new assessment concern organized at Binghamton, N. Y., which is flooding the state with circulars making the most preposterous and impossible claims, says :

> Nothing could be more surprising than the rapidity with which co-operative associations pretending to insure lives, are organized only to exist for a time, and then pass out of existence. Very nearly three thousand such associations have already failed in the United States. Their failure has not necessarily been because of dishonesty, but rather from lack of principle. And yet each year sees many new organizations of the kind, and they place themselves before the public, and with as much assurance as though their predecessors had not failed by the hundreds. An effort is made to give each new organization some kind of an outside garment which will cover up the co-operative creature, yet it takes but little effort to find the same old co-operative in each case.

The numerousness of assessment associations will not seem so remarkable to our contemporary, if it will stop to consider the case with which they are organized and floated. In most of the states, at present, it takes very little money to start a co-operative on its way and a good reputation as a possession of its manager or manipulator is not at all essential. This is shown in the success of mushroom concerns started in Baltimore and Chicago by notoriously bad characters. So long as the craze for this thing lasts, there will be a plentiful supply of it furnished. In many localities in the United States any broken down adventurer or dead-beat can set agoing an assessment company, with an assurance that with the requisite amount of impudence and the unimpeded use of the mails, a fair return can be had for his industry. He need not even confine his operations to his own state, for in those in which rigid laws affecting co-operatives prevail, he must be cautious only to avoid being caught. And so, parallel with the "green goods" business the fraudulent insurance business will go on, until the collapse of one of the great co-operatives comes to startle the public and awaken a popular distrust of everything labelled with assessmentism. No, at the present time it takes neither brains nor character to start a co-operative ; only a little cunning and a little money—enough for printing and postage—and there you have it. So they rise and swindle and die, and it is *not* surprising.

AN effort will be made during the next session of congress to establish a bureau for the detection and prevention of food adulterations, under the supervision of the agricultural or the internal revenue department.

Facts and Opinions.

THE special meeting of the Tariff Association, held on Tuesday of this week, was undoubtedly one of the most important that has been held for several months. A leading underwriter said to a representative of this newspaper, yesterday :

"Since the appointment of the committee on grievances, that committee's time has been given entirely to an attempt to patch up some arrangement with the Metropolitan Board of Fire Insurance Brokers. That attempt has been abandoned and the committee on grievances is now about to begin work in the direction for which it was created ; that is to say, the enforcement of the rules, the infliction of penalties, and deviations, and, as a result, it is hoped, the restoration of confidence among the members of the association."

"The committee asked for an enlargement of its powers, and it is known that some of the most important companies declared that the vote on that request would be regarded as a test of the good faith of members. If there was strong opposition to granting the increased authority some of the companies would have interpreted it as evidence that the opposers were unwilling to show their hands. The committee asked for the power to investigate the transactions of any company without making a specific charge which might disclose the source of the accusation, and also that any accuser might make his charge in confidence to a single member of the committee instead of to the entire committee. On the request of that single member the committee may then order an investigation and appoint an auditor for the purpose. The matter was thoroughly considered and the vote which was taken by ayes and nays was a complete and gratifying surprise, there being but one vote in the negative, which was that of Mr. Washburn, representing the Home."

"It is not too much to say that the applause with which the announcement of the result was made was an indication of an immediate restoration of confidence in the good faith and intentions of the members of the association. Without that it was felt it would be impossible to undertake to regulate the brokerage matter, or indeed any other important question. With it, however, the association feels strong enough to try what advantage there may be in organization against disorganization."

A special committee of seven on competition and brokerage was appointed and it is understood that new and vigorous measures of self-defence will be proposed to the association at an early day. Mr. Washburn, when asked why he had voted in the negative upon the resolution above referred to stated that if his company was charged with violating any of the rules or rates of the association, he would either confirm the accusation or convince the committee of its falsity, but he did not approve of allowing the committee to demand, whenever it saw fit, the books of his company for investigation.

THE Protective Committee of the New York Board of Fire Underwriters has completed its work in respect to formulating the regulations and rules necessary to be adopted by the assured in order to bring their risks within the class over which the committee has jurisdiction, and has also drawn up a form of commission to be signed by the companies desiring to be enrolled in the new arrangement for meeting the competition of the mill mutuals. These will be printed and distributed to the companies in the form of a circular, prob-

ably to-day. Mr. James Yereance, the president of the Alliance insurance company, has withdrawn from the committee of twelve, of which he was a member, and his place has been filled by the appointment of Mr. W. K. Paye, president of the Guardian Fire. Mr- Yereance's reasons for withdrawing are substantially that he could not consent to the commission of five per cent. which the committee would allow brokers upon protected risks placed by them, this commission being less than that which they are at present getting.

WHAT this journal said the other day in behalf of shorter hours service for our firemen, particularly those of the city of New York, is reprinted in *Fire and Water*, prefaced as follows:

The severe labor imposed upon the firemen of this city has been a matter of frequent comment in these columns. They are virtually on duty twenty-four hours a day, being obliged to sleep in the engine-houses and required to be ready to run with the apparatus at every alarm of fire, day or night. If an alarm is turned in from a street box at the lowest point in the city, every apparatus included within the city limits is required to be in readiness to respond, and, consequently, every fireman must be in his place prepared for duty; as a majority of the alarms occur at night, a fireman never knows what it is to have an unbroken night's sleep except on his "days off." Owing to the smallness of the force, his days of rest are infrequent, and generally so fully occupied by his private affairs that his "days off" are usually days of hard work. The fireman has little time to devote to his family, and is almost a stranger to his children. A proposition is now being urged to reduce the number of hours constituting a fireman's day's work to twelve, and to this end legislation will be sought this winter. When better paid mechanics work but ten hours for a day's wages, and are even demanding a reduction of their hours to nine with full pay, the request of the firemen that their work shall be limited to twelve hours a day is not unreasonable.

THE best argument for the abolition of fire bells in large cities is, that in the absence of the public alarm large crowds do not assemble to witness the fires and the movements of the firemen, therefore, are comparatively unimpeded, which is a great gain in the struggle with the enemy. Buffalo has just stopped the ringing of its fire bells and the *Advertiser* of that city says:

One of the best things done by the Buffalo fire commission was the cessation of the unnecessary ringing of the fire bells. Their only use was to summon a large crowd to get in the way of the firemen. At the Ziegele brewery this morning the firemen found a very hot and threatening conflagration to control. They did it, and without nearly the trouble that would have been forced upon them had the streets been crowded with gazers. As it was the firemen had easy access to the brewery buildings, and plenty of room to work in. The police promptly notified those interested in the surrounding property that was at one time threatened. The great fire bell was a nuisance, and the fire commission acted wisely in permanently suppressing it.

THE following card appears in the London *Post Magazine* addressed to the editor by the secretary of the Atlas insurance company, and will doubtless be of peculiar interest to somebody on this side of the Atlantic:

Dear Sir:—It has come to the knowledge of the directors of this company that attempts have been made to obtain money from persons in the United States under representations to the effect that an appointment as manager of the business of the Atlas insurance company in America could be obtained through the influence of persons making such representations.

The directors wish therefore it to be generally made known that no such appointment is intended, and that all such representations as above referred to are false and fraudulent. They will be glad if you will kindly find space for this letter in the columns of your paper.

I am dear sir, yours faithfully,

SAMUEL J. PIPKIN, Secretary.

MURDERED for the insurance money was the fate of Farmer David Randall, who was shot, while sitting by his fireside, through the window from outside, at Montague, Mass., on Tuesday night. He had a benefit certificate for $2,000, from the Legion of Honor, and another for the same amount from the United Friends. He had been talking of leaving this money by will to his sister. Suspicion points with certainty to his seventeen years old son, Lincoln Randall, as the murderer and the boy has been arrested. It is also suspected that a systematic attempt had been made to kill the farmer with poison, and there will be an expert examination of the contents of his stomach for arsenic.

THE announcement was made four weeks ago of the withdrawal of the American Exchange Fire from business, and the re-insurance of its outstanding risks. Further action in reference thereto is reported by the *Journal of Commerce* as follows:

Acting in harmony with its directors, a syndicate has been formed which has bought the company's stock, the purpose being to liquidate the company immediately, instead of resorting to the more usual way of maintaining its corporate existence until its last risk has expired. This syndicate proposes to complete the operation some time during the year 1888, after which the company will pass out of existence. It is reported that those interested expect to derive a profit of not far from 20 per cent. by the transaction.

AT the instance of the Massachusetts insurance department Benjamin F. Dyer, secretary of the New England Mutual Accident Association of Boston, was arrested last week for violation of the Massachusetts insurance laws. Dyer issued a policy on William H. Andrews of Lawrence, who is sixty years of age, in his company. Andrews found that the sixty years had been changed to fifty-nine years in his policy, and protested. Dyer said that he could not return the money, and then put Andrews in the United States Mutual Accident Company of New York, a company not authorized to do business in Massachusetts. He was held in $500, for trial.

THE New England Insurance Exchange has determined to raise the rates upon all currier-shops in New England not provided with automatic sprinklers. Last year the owners of several hundred shops considered the matter of putting in automatic sprinklers, but not more than one-third of them did so. In some instances the cost of so doing would be from $6,000 to $8,000, and they were naturally loth to expend that sum. The average cost of putting in sprinklers, it has been estimated, would not be more than one-half that sum. It is expected that a strong protest will be made against the increase of rates.

THE insurance commissioner of Massachusetts, since he has been in office, has caused a number of arrests of agents for writing policies in companies not authorized to do business in that state. The plea of ignorance as to the law has generally been set up by the arrested party. In order that this may no longer be made an excuse, the commissioner has issued a circular plainly stating the law regarding insurance in unlicensed companies, closing with the announcement that he is determined to enforce a strict compliance with the law.

THE many enterprises of the proprietor of the Boston *Standard* have swollen to such proportions that he is obliged to seek larger business quarters, and accordingly his offices have been removed from Kilby street to No. 178 Devonshire street. The *Standard* claims to be the best insurance paper in the world—outside of the United States in which the preeminence of THE WEEKLY UNDERWRITER is cheerfully assented to by our esteemed contemporary.

THE Insurance Company of North America joins its compatriots, the Hanover Fire and the American Fire of Philadelphia, in establishing a branch department in the British Isles. The London office has been opened in Cornhill, and the company will do both a direct and a re-insurance business on tariff rates and rules. President Platt is returning on the S. S. Etruria from England, whither he went to enter his company.

THE report has been current this week that the Knickerbocker Fire insurance company of New York, was seeking re-insurance. Mr. Albro, president of the company, when asked if there was any truth in the report said in reply that there was absolutely none, and that the company had increased its business this year, and had no intention of re-insuring.

THE What Cheer Building in Providence, in the centre of the business quarter, has been purchased by the Providence-Washington insurance company, which has hitherto been one of its part owners, and is being reconstructed and fitted up as an office building of the first class. It will hereafter bear the name of the company.

THE Prudential of Newark, being an applicant for admission to Wisconsin, was examined this week by Commissioner Cheek, and found in condition to meet all the legal requirements.

A MUNICIPAL department has been established in Pittsburgh with the title of the "Bureau of Fire," and it will have charge of the fire department.

THE licenses granted to the Continental Life of Hartford to do business in several states, are being revoked by their insurance departments.

A CLUB to be composed of the chief engineers of the various Massachusetts fire departments is proposed. There are 175 or more of them.

AT Des Moines, Ia., articles of incorporation of the Northwestern Fire insurance company with a capital of $90,000, have been filed.

AN advertisement for an experienced actuary for a prosperous life insurance company, will be found in our "want columns."

THE capital of the Michigan Fire and Marine of Detroit, has been increased from $200,000 to $400,000.

Personals.

AGENCY APPOINTMENTS.

British America: Richard D. Chase, Quincy, Mass.

Fireman's Fund of San Francisco: E. P. Kingsbury, Hollistou, Mass.

Fire Association of Philadelphia: J. H. Lindsley, special agent for New York state, transferred from the southern field.

Liberty of New York: Rolla V. Watt, of San Francisco, manager for the Pacific Coast; E. O. Ballard, Marlboro, Mass.

Merchants of Providence: Charles W. Howard, Malden, Mass.

National Fire of Hartford: Charles C. Kendall, South Boston, Mass.

New Hampshire Fire: William A. Beattie, Boston, Mass.

Sun Fire Office: Jordan, Lovett & Co., Boston, Mass.

Travelers of Hartford: T. A. Richardson, district agent for Philadelphia.

Mr. W. L. Frost, a London fire insurance surveyor attached to the Equitable Fire Office has written a comic opera which is to be produced at one of the London theatres. "There are some novelties introduced," says the *Post Magazine*, "notably one character who has only one note to his voice, and says he lost all his remaining notes in the City of Glasgow Bank failure."

Hon. Philip Cheek, Jr., the Wisconsin commissioner of insurance, is in New York, on business connected with his department and will remain several days. He finished an examination of the Prudential of Newark this week. Col. Cheek's address in New York is the office of THE WEEKLY UNDERWRITER.

Mr. Sumner Ballard, son or the late Frank W. Ballard, is announced by the New York *Commercial Bulletin* as manager of its insurance department. Our contemporary commends Mr. Ballard to the business as a gentleman whose experience and ability entitle him to its respect.

Mr. George O. Carpenter's name is mentioned in connection with the Boston mayoralty. The Boston fire insurance craft, and the life insurance craft as well, is full of first rate mayoralty, gubernatorial and presidential timber.

Mr. F. A. Wetherbee, for four years special agent of the Niagara Fire for eastern Massachusetts, has been elected secretary of the Prescott of Boston in place of Mr. W. C. Harris, who has resigned to engage in another business.

Sir William McArthur, chairman of the Star Life Assurance Society of London, and formerly Lord Mayor of London, died suddenly of heart disease after leaving a railway train in London, on November 16.

Mr. J. Rogers Maxwell, president of the Central Railroad of New Jersey has been elected a director of the Fidelity and Casualty Company to fill the vacancy caused by the death of Alexander Mitchell.

Mr. A. B. Earle has been elected secretary of the Insurance Company of the State of Pennsylvania in place of Mr. Joseph H. Hollinshead, who has resigned on account of impaired health.

Mr. Jeffrey Beavan, United States branch manager of the London and Lancashire, returned from England by the steamer arriving last Monday.

Col. S. C. Warriner, the well known insurance agent at Springfield, Mass., has been nominated for mayor of that city by the Republicans.

Messrs. Crawford, Bullock & Co., succeed Steadman & Crane, in their insurance agency at Wichita, Kan.

Insurance in the Courts.

Insurance Commissioner Fyler of Connecticut, on Wednesday, made application to Judge Carpenter in Hartford, for the appointment of a receiver for the Continental Life insurance company of that city. The judge fixed December 10 for a hearing and issued an injunction forbidding the payment of money or transfer of assets by the company. James T. Parsons, president of the Continental, resigned some days ago. The office of president is vacant, but A. S. Winchester is vice-president. Messrs. Thomas Ramsdell and Ansel Arnold, both of Willimantic, have resigned as directors and have been succeeded by Henry R. Hayden and Percy S. Bryant, both of East Hartford.

A suit by the Ætna Life insurance company against the American Surety Company for $3,000, the amount of a bond given by the latter for J. N. Patrick, a general agent of the Ætna Life in St. Louis, Mo., who become a defaulter to his company, was on trial in the United States district court at Hartford, this week. The defence of the surety company is that the embezzlement occurred before its bond for Patrick was given. The taking of testimony was concluded this week and the case will be submitted to Judge Shipman on briefs and oral argument on December 27.

Justice Allen, of the superior court at Terre Haute, Ind., has granted a new trial to the Continental Life insurance company in the suit decided by a jury in favor of the plaintiff Jennie Connelly for $2,093. The defense set up by the company was that of suicide, the policy providing against liability if death resulted from one's own hand, etc. The plaintiff's answer admitted that the deceased's lifeless body was found hanging by the neck, but alleged that he had

been murdered and his body afterwards suspended as discovered. There was evidence in support of this theory. In addition to the verdict, the jury returned answers to a number of interrogatives propounded by plaintiff's counsel, one of which was: "Did the deceased die by his own hand?" The answer was: "We have doubts." This answer was unsatisfactory to the court and the jury was instructed to amend it. After hours of consultation the jury declared their inability to agree upon either an affirmative or negative answer, and thereupon the court set aside the verdict and granted defendant a new trial. The cause was bitterly contested and the plaintiff was much disgusted with her counsel for introducing into the case such a costly interrogatory.

At Joliet, Ill., on November 25, a verdict was rendered by a jury in the county circuit court in the case of the California insurance company against Lambert & Bishop. The circumstances were of a decidedly sensational character and the verdict was, as usual, against the corporation. The facts as stated by the Chicago papers were: "Some months ago the manufacturing establishment of the Joliet Barbed Wire Fence Company, was destroyed by fire. The plaintiff company in which the concern had been insured paid the amount of its policy, but subsequently brought this suit against the defendants, Lambert & Bishop, to recover the amount paid to them, on the ground that the fire was of incendiary origin prompted by the defendants. In support of these allegations the insurance company rested its cause upon the testimony of one J. M. Whyte, formerly superintendent for the defendants; who testified that he had set fire to the building, having been hired by the defendants to do the deed, the reward promised him being $5,000. He claimed that he had fulfilled his contract, but that no part of the $5,000, had been paid him. The defendants denied these statements, and introduced evidence to show that the fire did not originate as Whyte had stated that it did. The verdict of the jury was that the insurance corporation had no cause of action. Over $100,000, is involved in this suit, other companies being interested, and it is likely that an appeal will be taken by plaintiff, and that the defendants will prosecute Whyte for perjury."

Notwithstanding that the time for the presentation of claims against the Charter Oak Life insurance company expired on last Thursday, December 1, very few claims have been received by Receivers Brooks and Stedman during the past month. The Hartford *Evening Post* of Thursday said:

It had been expected that the last few days would be taken advantage of by lawyers who were employed by claimants to secure the largest possible return, and that a large number of claims would be filed. Since the extension of time for receiving claims, however, many have been presented.

The receivers cannot give an accurate statement of the face value of the claims presented, or the number of worthless claims, as this will require a close examination of each and a wise discrimination. Nearly 8,000 claims have been received out of about 9,200 policies in force at the time the company was placed in the hands of the receivers, over a year ago. The whole number of policies issued by the company was about 85,000.

As fast as the claims were received they were filed according to numbers on a section of shelving in the large two-story fire-proof vault in the Charter Oak building. Many of the creditors filed supplemental claims, correcting errors or making additional claims. In some instances the creditors have taken advantage of the clause in the scaling agreement of ten years ago, which made the agreement of no effect if a receiver was appointed, referring of course to the winding up of the affairs of the company at that time. The company was continued under the management of the policy-holders, the late ex-Governor Marshall Jewell being the first president under the new system. He was succeeded by George M. Bartholomew, who held the office until the company was wrecked.

New York lawyers have been employed by several of the creditors of that state, and are now working to secure a judgment in favor of distributing the Charter Oak's property in New York to the policy-holders in that state. This property is valued at $400,000 above the mortgage incumbrances. Similar steps were taken in Missouri and Iowa, and the highest courts in each state decided in favor of the company, allowing the property to go into the general fund for all the creditors. It is probable that the same judgment will be rendered by the New York courts.

The work of examining the claims will be begun at once, but it will require a long time to complete the list of legal creditors and their just claims against the company. What percentage the creditors will receive will depend entirely on the sale of the property. For instance, the Charter Oak building cost $800,000; a few years ago a commission said it could not be replaced for less than $600,000; the Ætna Life insurance company holds a mortgage for $200,000 against the company, with the building as security; interest to the amount of $24,000 is due, and it is probable that the Ætna will secure the property at $224,000—less than one-half its value. Other property will also have to be sacrificed, as it always is under forced sale.

Insurance Legislation.

South Carolina.

COLUMBUS, S. C., December 2 (*Special*)—The valued policy bill which laid over from last session was reached in the house of representatives last Saturday, but was passed over until next week when it will come up in regular order. The probabilities favor its defeat. The following is the full text of the bill:

A bill to compel insurance companies doing business in this state to pay the full value of all loss and damage to the property insured, to the extent of the sum specified in the policy of insurance.

Be it enacted by the senate and house of representatives of the state of South Carolina, now met and sitting in general assembly, and by the authority of the same:

SECTION 1. That all fire insurance companies doing business in this state which shall receive the premium on any policy of insurance against loss by fire on any house, building or structure of any kind whatever, shall be required to pay the full value of any and all loss and damage by fire to the property insured, to the extent of the sum specified in any such policy. And any clause or condition inserted in any such policy in conflict with the provisions of this act shall be deemed void and of no effect.

Miscellany.

New Form of Statement and Proof of Loss to be Recommended by the New York Board of Fire Underwriters.

A sub-committee of the committee on laws and legislation of the New York Board of Fire Underwriters, composed of Messrs. Charles A. Hull of the Howard, J. Montgomery Hare of the Norwich Union, and J. A. Alexander, assisted by William Allen Butler, as counsel, has agreed upon a new form of Statement and Proof of Loss, which has received the approval of the board and will be recommended to the members, though its use will not be compulsory. It is made, of course, to con-

form to the requirements of the standard policy. The form has been copyrighted by the board and is mainly, it is understood, the draft of the chairman of the sub-committee, Mr. Hull. Fire underwriters of other localities will be interested in see-the new form, and a copy is therefore given herewith.

TO THE ... INSURANCE COMPANY,

of ...

1. The above named insurance company, by its policy of insurance No. . . . ., issued at its .. agency, for the term of ... from the .. day of .. 18 .. , to the. . . .day of ...18 . , insured against loss or damage by fire, as therein expressed, to the amount of . dollars. (Said policy was by renewal No. . . . .continued in force until the. . . .day of ..18 ..). The written portion of said policy. and all provisions, agreements, conditions and transfess endorsed thereon or added thereto, are as follows: ...

2. A fire occurred on the. . . .day of. . . .18 ..., at or about the hour of. . . .M , causing loss and damage to the property described in said policy to the amount of. . . .dollars. The origin of said fire was as follows: . . . .

[N. B.—If the origin of the fire is unknown, the best information obtainable, and the belief of the insured regarding it, must be stated.]

3. The sole owner in fee simple of the building covered by the said policy, and of the ground on which said building stood,

The sole owner of the personal property covered by the said policy ..

The members of said firm were. . . .

4. The cash value of each item of property covered by the said policy, and described and located as therein specified at the time of the fire, and the amount of direct loss and damage thereon caused by said fire, and for which claim is hereby made, were as follows:

	Cash Value		Whole Insurance.		Whole Loss.		Insurance by . . . . . Co		Claim Upon . . . . . Co.	
1st Item,	.....	..	...	....	.....	..	.....	....	...	....
2d "	...	...	...	....	.....	...	.....	..	...	..
3d "	...	..	...	....	.....	....	.....	....	.....	...
4th "	.....	...	...	...	.....	....	.....	...	.....	...
5th "	.....	....	.....	...	.....	..	.....	..	.....	...
6th "	.....	...	.....	....	.....	...	.....	...	.....	...
Totals.	.....	..	.....	....	.....	...	.....	....	.....	..

[N.B.—If the amount of loss be ascertained by appraisal, the award of the appraisers or a certified copy thereof must be attached hereto. In case of loss on personal property, a statement must be appended showing how the amount of loss is arrived at, and referring to the full inventory filed with one of the companies named in Schedule A.]

5. No incumbrance existed on any portion of the premises or property, except as follows, in favor of the persons and in the amounts following: . . . .

6. All other insurance and agreementf for insurance, verbal or written, whether valid or not, covering any part of said property at the time of the fire, amounting to . . dollars, and the apportionment of the claim upon each company, are shown in Schedule "A," annexed hereto, which contains true copies of all the descriptions and schedules in all the policies covering on the said property, together with the dates of expiration of the several policies.

7. There have been no changes in the title, use, occupation, location, possession or exposures of said property since the issuing of said policy, except as follows:

8. The building or buildings described in the policy, and the several parts thereof, were occupied at the time of fire only by the persons hereinafter named and for the following purposes: . . . .and for no other purpose whatever.

9. The said fire did not originate by any act, design or procurement on the part of the insured, or prohibited by said policy; and nothing has been done before or since the fire by said insured, or by the party making this statement and proof, to violate any of the conditions of said policy.

10. This statement and claim are subscribed and sworn to by the undersigned, pursuant to the provisions of said policy, and the sum claimed from the Insurance Company as its share of said loss as above specified is .. dollars.

It is hereby covenanted that the furnishing of this blank, or the making up of proofs by an adjuster or other representative of the company, shall not be construed as a waiver of any of the rights of the company.

Dated at this ...day of . 188 ...

Subscribed and sworn to before me, &c.

Schedule of apportionment of claim and certificate of magistrate or notary public follow.

Increase of Fires in Cotton-Laden Ships—Action of the Underwriters.

The New York *Journal of Commerce* contains the following statement regarding the action of the insurance companies in the matter of the recent alarming increase in fires on cotton-laden ships:

Since the opening of the cotton season about September 20, there have been no less than forty-five fires on steamers which had loaded or were loading cotton at Savannah, New Orleans, Galveston, Wilmington, N. C., Charleston, Memphis, West Point and Boston. This number does not include fires on wharves, flats, railroad cars, etc., which have been very numerous.

Although the number of fires which have occurred at Savannah appears to be larger than at other cotton ports it is doubtful whether, proportionately, there have been more there than at other cotton loading ports.

That some of these fires have been of incendiary origin is unquestionably a fact, but that a large majority of them have been the result of gross carelessness cannot be disputed. Cotton stored on wharves has been left uncovered, thus leaving it liable to be fired by sparks from passing tugs. The rule against smoking has probably not been strictly enforced. Oiling or repairing machinery while the cotton is being taken in has probably played no small part in starting the fires. The improper handling of bales, the iron bands with which they are bound striking against some other metal substance, cause friction and create a spark which lodges in the cotton and smoulders. All these causes, which could be prevented, have been responsible for the large number of fires.

With proper care in packing, keeping the bales covered with tarpaulins, rules against smoking enforced not only on the dock but on board ship while the cotton is being loaded, the chances of fire would be largely decreased.

That the continued frequency of fires is causing alarm among the underwriters is evidenced by the letters which appear below. A prominent insurance man in speaking of the subject said: "The direct cause of these fires in almost every instance may be traced to carelessness." On being asked whether the rates of insurance would be raised, he said the matter had been discussed but no definite action had been taken, but unless more care was shown the companies in self-protection would have to increase the rates largely. From another source we learn that a meeting of Lloyds was held in London last week and an advance in rates was thought not only desirable but necessary. The losses from these fires have been largely from water. At New Orleans carbonic acid gas has been used to extinguish the fires with good results and without damage to the cotton. Why this means has not been and is not used at all the ports is a question. If used successfully in New Orleans why not in all the cotton ports? The use of gas, if practicable, would certainly be a saving, not only to the underwriters, but to all concerned.

In these fires hundreds of thousands of dollars of property have been endangered, to say nothing of human life. It is unquestionably to the interest of all the cotton ports that the utmost care be taken. The following letter to all interested parties has been sent out by the National Board of Marine Underwriters:

OFFICE OF
THE NATIONAL BOARD OF MARINE UNDERWRITERS.
25 WILLIAM STREET.

NEW YORK, November 16.

To the President and Members of the Cotton Exchange;

GENTLEMEN—The subject of the recent numerous fires on vessels loading cotton having claimed the serious attention of Underwriters on this class of risks, the undersigned, on behalf of their respective companies, feel called upon to submit the following for your earnest consideration:

First.—The necessity for prompt measures on the part of shippers and handlers effectually to protect the cotton before shipment by the use of tarpaulins and other coverings.

Second.—The need of stringent municipal regulations for the protection of the cotton from the results of carelessness of all kinds, particularly

smoking, carrying lights, and the use of spark-producing fuel in engines operated in the vicinity; and where such regulations already exist the lack of proper means to enforce the same.

Third.—The duty which rests with shipowners, not only for the benefit of shippers of cargo, but in their own interests as well, of employing trustworthy watchmen by day and by night on all vessels loading cotton, in order to guard against accidents and against incendiarism, from which without doubt many fires have arisen.

Unless these precautions are at once taken, and with favorable results, we shall be compelled largely to increase rates of premium, if not to cease writing on cotton risks altogether; and we shall, of course, discriminate against those ports which show a less degree of interest than others in carrying out these recommendations, as well as all other precautions which may suggest themselvss.

Insurance Company of North America; Subscribers of United States Lloyds; New York Marine Underwriters; The Marine Insurance Company, (Limited); The Sea Insurance Company, [Limited); General Insurance Company, of Dresden: Switzerland Insurance Company, of Zurich; New York Agency of the Universal Marine Insurance Company, (Limited); Union Insurance Company of Philadelphia; Mannheim Insurance Company of Mannheim; British and Foreign Marine Insurance Company (Limited), New York Branch; Thames and Mersey Insurance Company (Limited).

At a meeting of the representatives of the London and Liverpool companies the following letter was indorsed and ordered sent to all the cotton exchanges and to all other interested parties:

THE INSTITUTE OF LONDON UNDERWRITERS.
1 ST. MICHAEL'S HOUSE,
CORNHILL, November 2, 1887.

GENTLEMEN:—At a combined meeting of the London and Liverpool Marine Insurance Companies, held in London on October 28, the continued and serious nature of the fires to which cotton is subjected was fully discussed, and it was unanimously agreed that a respectful communication be addressed to the cotton exchanges of the various Atlantic ports in the United States, impressing upon them the urgent necessity of adopting precautions of a stringent character in regard to all matters pertaining to its storage and shipment.

1.—We would impress upon you the immediate necessity of prompt and effective measures for the better security of cotton prior to shipment, and that where municipal regulations do not exist for the prevention of smoking, carrying lights, etc., pressure should at once be brought to bear in proper quarters for obtaining the needed legislation.

2.—We submit that it is the duty of shipowners, in the interests of shipper, as well as their own, to adopt required remedies, and we consider that the employment by them of day and night watchmen on every vessel loading cotton should be imperative.

In conclusion we have only to add that unless steps are taken to abate the very serious loss from these fires it will be incumbent upon us materially to increase the premium, and in coming to a decision on this point the casualties which have happened and the remedial measures which may be adopted at the respective ports will be duly taken into consideration.

We are, gentlemen, your obedient servants,

(Signed by the London Assurance Corporation, Commercial Union, Thames and Mersey and other British companies insuring cotton.)

What the Matter is With St. Louis.

Under the caption of "What are we Going to Do About It," the "practical underwriters" of the St. Louis *Examiner*, who appear to have resumed their editorial activity after allowing their organ a somewhat prolonged season of scissors and mucilage, have what follows to say on a subject that has been giving a good deal of anxious concern in the home offices of agency fire insurance companies doing business in the city of St. Louis:

We are confronted with the fact that nine-tenths of the possible receipts of the fire insurance companies from St. Louis in 1887, have already been paid out for losses in this city to date, with more than a month of the worst season of the year yet to hear from. The loss in December last year was $430,000, and if we should be so lucky as to escape with half that amount in the coming December the companies will still lose their entire St. Louis gross receipts this year. Add to this that St. Louis fires are not confined to the premises in which they originate with the same frequency or certainty as in other first-class cities, and that incendiary mischief has developed among us during the present month entailing some loss and we have a situation that is serious if not critical.

We are not alarmists Fire insurance is a business of averages in which the bad are mixed up with the good. One bad year or two in the series is to be expected, and ought not to be a cause of consternation or any reason for a stampede. But the bad must not be too bad, nor should there be too many of them. And we must admit with sorrow that the St. Louis average, ascertained by combining the experience of a sufficient number of years, is a very poor average. There is not that confidence in St. Louis business, which a good average creates, to sustain the courage of the companies in a year so entirely bad as the present one Their complaints are legitimate. The idea of danger to the capital of board companies from the course of St. Louis business is out of the question, the wildest convulsions in the local puddle not being sufficient to create a ripple on the placid surface of the insurance investment, Some of the hybrids which have been foisted on the community as insurance companies, may indeed be hurt even unto death by the year's misfortunes, and the wiping out of such incorporated abortions will be a public benefit. But the only question with insurance companies, properly so called, is, Does St. Louis business pay? If it yields a small average of profit they will probably devote themselves to trying to improve it, if the average is hopelessly unfavorable they will abandon St. Louis. It is a mere business transaction.

The insurance mind seem to have fixed itself on these propositions. First. St. Louis business is an unsatisfactory business, not paying enough to make it an object to take it with its risks and vicissitudes; second, that the causes of this unsatisfactory condition are not clearly ascertained, but are either the inferiority of the buildings or the incompetency of the fire department; to which is now added the cry of incendiarism.

As to the incendiary attempts of November 11 and subsequently, they are sufficiently alarming. They have not the element of permanence, however, in this or any other location, and for this reason we are not inclined to give them as much weight as some do as factors in the loss ratio of St. Louis. It is not our opinion that St. Louis is more exposed to these attempts than New York, Boston, or Chicago. The question may be permanently a national one, it is only for the moment a St. Louis one. Increased vigilance on the part of the police, increased precautions on the part of the assured, will put an end to all such attempts. It is undoubtedly the duty of the underwriters to insist on all these precautions being taken, and if not taken, to get off the property most threatened, or largely to increase the rates.

We recognize a greater danger in the spreading of fires if it be true that it is due either to badly constructed buildings or an incompetent fire department. These are things of which the underwriters should speedily inform themselves. As for our new buildings, it is within the memory of most of us that business St. Louis began to move its location about fifteen years ago, and that the work of construction went on with great rapidity. The period in which much of this construction went on was a remarkable one. It was begun by a community of property owners who expected the profits of frontier trading out of a real estate investment. It was pursued during a period of stringency in the money market of a severity and duration which had no parallel in this generation. Most of the new buildings put up between 1873 and 1880 suffered from this scarcity of money. Architects were controlled by it in their plans and specifications. Buildings of seventy-five and one hundred feet front went up with walls no thicker and timber no heavier than in the old buildings of twenty-five feet front on Main and Second streets—in many notable cases with much lighter walls and floor timbers. Builders were driven to contract for the erection of these cheap buildings with no visible margin of legitimate profit, and were forced to scrape their profits out of the mortarless walls and emaciated timbers. Buildings put up in the business centres since the recovery of 1880, are in the main honest buildings, and improving every day. They are erected by larger and wiser and better business men. The majority of our manufacturing buildings are badly built; many of them are old buildings temporarily used. There are some exceptions, not many. Many of them are kept in bad condition, and many of the proprietors have not got intelligence enough, nor public spirit enough to know why they should keep their premises in good order. Whether it is worse in St. Louis than in other cities, we have no means of knowing. We don't believe it is any worse.

All these buildings are rated to-day as if they were ordinarily good buildings, kept in ordinarily good condition.

The fire department's best work is not praised nor otherwise noticed. Its failures are commented on whether they are due to our negligence in suffering buildings badly constructed and badly protected to exist. They have carried the blame of insufficient water supply, and insufficient apparatus in days that are past; they are carrying now the blame of the destruction of property contained in buildings existing, as to some of their conditions, in violation of city ordinance. We have no doubt the fire department's handling of many fires could be improved, that the familiarity of foremen and pipemen with buildings in their district

might be increased, and that better discipline at fires might be enforced; but we are not prepared to say that the losses of this year can be laid, to any great extent, at the door of the fire department, nor that it is inferior in its morale or general efficiency to departments of other cities.

The average rate of insurance in St. Louis is lower than in any city of the country except New York; dwellings are unrated and insured for a song; mercantile property and stocks are as cheap as in the best built and most profitable centres, save New York; manufacturing property is rated as low as anywhere; as for staples, the rate on cotton is moving the laughter of the wise, and the rage of competing markets, while on lumber the rates are the cheapest in the country, without a single one of the safeguards insisted on elsewhere, and with fire-bugs industriously at work upon it. It is only on grain that we are getting a rate as good as other markets, and we are getting no better on that.

So that it is with some curiosity we repeat our question, What are we going to do about it?

Revising the Charter Bases of the Liverpool and London and Globe.

In this country, in which the greatest of the British fire insurance companies is as widely and familiarly known as the best of our own companies, any important incident in its career is interesting, and we therefore give space to the account, which we find in our London contemporaries, of an extraordinary general meeting of the shareholders of the Liverpool and London and Globe on November 8, at which a proposition "to revise the deeds of settlement of the company and to apply to parliament for the necessary power to effect such changes as are thought desirable," was laid before them by the directors. Mr. H. H. Nicholson, chairman of the directors presided and what he said follows:

The chairman in stating the object of the meeting, said it had been long felt that their machinery was cumbrous, and in his opinion, probably barely reconcilable, seeing that they were working under three acts of parliament, three deeds of settlement and four resolutions. As they might well imagine, from the changes that they saw around them even in their own business—and the changes being much more rapid in the last few years than at any time previously—in the affairs of a great institution of that kind changes did take place, and the directors had had forced upon them not only that they were probably barely within their resolutions in some of their actions, but that they must provide not merely for the immediate, but for the more distant future, and that they should not be in the position of being taken at a disadvantage, but should rather ask for powers sufficiently large to enable them to cope with all difficulties and with all changes that might take place, not only in this country, but in all other parts of the world which their agencies extended to. They could well imagine that in foreign countries, and probably in some foreign countries more than others, there existed a degree of jealousy on the part of native companies against institutions such as theirs and other large companies going there and stealing away the cream of the business.

To meet these objections to their trading in various countries different rules were imposed, some in one country and some in another, and in all cases they had to be ready to meet the requirements of the different governments rather than run the risk of being driven from the field in which they were carrying on their operations. He thought it had been the feeling not only of the directors, but also a feeling freely expressed by many of their prominent shareholders, that such a step as was now proposed should be taken, and that their acts, deeds, and resolutions should be annealed into one compact whole. The shareholders present would expect him to refer to one, at any rate, of the most important of those changes which no doubt they would have liked to have seen carried out—that was, limiting the liability of the shareholders of the company. That matter has received the attention of the directors, and was their utmost desire. They had consulted the most eminent counsel, who had told them not only that parliament would not, but that parliament should not grant it. That being so, it was decided that that point must be abandoned. Another matter they thought would be an advantage was the incorporation of the company. They were very desirous to incorporate the company for various reasons, one, and not the least, being that the company could hold securities and property in its own name and under its own seal, instead of having to appoint trustees, who were liable to change from death and otherwise, and thus to cause inconvenience and expenses.

But after going most particularly into that question it was found that incorporation as a whole would mean and would absolutely give limited liability. Consequently their counsel—two of the most eminent men in London—stated that incorporation as a whole most undoubtedly would not be granted, and that to go for incorporation incomplete—that was to say, going for incorporation simply to enable them to hold securities, and stating that it did not imply limited liability, would only induce a parliamentary committee to be suspicious of other matters, and probably make them captious against the bill as a whole, where they would not otherwise be. Therefore the difficulties and the objections seemed to outweigh the benefits to be attained, and incorporation also was abandoned. The chairman then proceeded to state in detail the various provisions of the proposed bill. They were:

1. To enable the company to insure against loss in transit by land or water, or by storm and tempest, or by accident. This was simply asking for a power possessed by many other companies, and which there seemed to be some doubt about the Liverpool and London and Globe's possessing, but which they required to enable them to compete successfully with other companies and keep their business together, more particularly in other countries, where there was more transit business and more of the storm and tempest.

2. To form companies either alone or in conjunction with other companies to carry on the company's business. That was a provision for a contingency which might arise, but which they did not expect in the immediate future. They might, for instance, be precluded in some other country, where they considered it desirable to retain their hold, from carrying on business in their own name. They were asking this power from Parliament, and they might trust the directors not to use it unless it was deemed necessary.

3. To make partnership contracts with other companies, which a judicial decision might any day render necessary in order to carry on re-insurance business. They could not get business by simply holding the lines they had themselves, while contracts with other companies, both at home and abroad, to take some lines found to be too large for one might at any time be held to constitute a partnership contract.

4. To issue preference stock on shares or debentures. This was asked for because circumstances favorable or unfavorable might arise to necessitate their raising fresh capital, though they did not see that any were likely to arise for some time. Without such power they might absolutely have to go in for another Act of Parliament. It was a power, however, which would in all probability, slumber for a long time.

5. To re-instate as unissued stock, the stock nominally issued to trustees for the company under the Globe Act. At one time, the premium on that stock was looked upon as an asset of the company's, but lately it had not been, and the directors wanted it to be amalgamated with the general stock, instead of puzzling the shareholders.

6. To alter the proportions of proprietors' votes to correspond with the provisions of Table A of the Companies Act, 1862. This had been alluded to very prominently at one of their meetings, and at the request of some of the shareholders it was taken into consideration.

7. To reduce the duration of liability of past proprietors in accordance with the same act. Little difficulty was apprehended regarding this, proprietors in the Liverpool and London and Globe having no fear in regard to their liability; still, it was thought desirable to reduce the three years' liability to one year in cases where proprietors sold shares. Various other details would appear in the bill itself, which would be found to be restatements or amplifications of existing powers possessed by the company under its deeds and acts, but which counsel considered it desirable to set out in the bill.

The chairman concluded his remarks by moving—"That this meeting approves of revising the deeds of settlements of the company, and of applying to Parliament for the necessary powers to effect such changes as are thought desirable."

Mr. Fletcher seconded.

A shareholder asked if it was contemplated that the com-

pany would come into contact with marine insurance companies by insuring both at sea and on land.

The chairman explained that it was not intended to come into contact with marine insurance companies, except in connection with the company's own fire business. The directors had drawn out their own application in that way, but counsel thought that they would get what they desired far more readily on a broad basis than by going for a sort of power that was not very easily explained to a parliamentary committee. At present they felt themselves in a difficulty in connection with many lines of their business, by Lloyd's, for instance, taking business out of their hands through covering both fire and marine insurance. One instance they had was that of a government vessel which the company insured while building, but which they could not insure on the trial trip, and where Lloyd's took the whole risk. There were also instances where the company insured pictures and other valuables where the policy had to be cancelled and a fresh one applied for if the owner wanted to transfer the property to the continent or to an exhibition. That was very annoying to those whose property was insured, and they naturally preferred insuring where the insurance went on continuously. It was instances of this kind that had brought the point so prominently before the directors. They had nothing in contemplation in the way of seeking marine business under the cloak of fire business.

Mr. R. Henderson, a shareholder, asked whether it would not be possible to incorporate in the bill the application of the principle of limited liability, respecting its future business at all events? Would this, he also asked, not be a good opportunity for the company to amalgamate with one of their leading neighbors under a new limited liability act? Would it not be a good opportunity for instituting negotiations of that nature?

The chairman must say that the matter of amalgamation with any other company had not so far entered into the minds of the directors. He thought they could hardly conceive it would be any very great advantage to the Royal company and the Liverpool and London and Globe to amalgamate with one another. They might get a company too big. The two companies might do a great deal better by working each on its own account. If they raised too great a power, they might have all the companies in London combined against them. He could imagine small companies amalgamating, but not one that had reached the top of the tree and felt proud of being the largest fire insurance company in the world.

The resolutions were then put to the meeting, and carried unanimously.

Special Notices.

ACTUARY WANTED. As assistant in a prosperous company, a gentleman of experience, ability and high character may obtain a very good salary with prospect of an early promotion. Address with full particulars, D. P. Fackler, Consulting Actuary, 20 Nassau Street, New York.

WANTED.—First class specials to represent the Northwestern Mutual Life Insurance Company in Southern California. LOUIS K. WEBB, General Agent. LOS ANGELES, CAL.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

THE HAMBURG-BREMEN FIRE INSURANCE COMPANY, of Hamburg, Germany, is the oldest German Fire Insurance Company in the United States.—Total losses paid in the United States exceed $5,000,000.

Applications for agencies should be addressed to the U. S. Branch Office, 62 and 64 Cedar street, New York.

T. J. TEMPLE & CO.,

Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York.

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.

JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.

Agencies in all the principal Cities of the United States.

QUEEN

INSURANCE COMPANY.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.

WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,458 52
Surplus	1,227,126 40
Total January 1, 1887	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.

R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

Providence-Washington Ins. Co.

PROVIDENCE, R. I.

STATEMENT JANUARY 1, 1887.

CASH CAPITAL	$400,000 00
ASSETS	1,025,803 91
LIABILITIES—Re-insurance Reserve	416,638 08
Other claims against company	95,488 73
Cash Capital	400,000 00
Net Surplus	113,677 17
	$1,025,803 91

Manager Western Dep't, Holger De Roode, Chicago. General Agents for Colorado, Nebraska, Wyoming and New Mexico, Packard & Wilson, Denver

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT Sec'y.

Lion Fire Insurance Company,

5 LOTHBURY, E. C.

LONDON, - - - - - ENGLAND.

United States Branch, - - - - - - - - Hartford, Conn

M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

THE UNITED FIRE RE INSURANCE Co

LIMITED

OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK

WILLIAM WOOD, Manager.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel. EDWARD S. JOHNSON, Secretary.

Penn Mutual Life Insurance Co.

OF PHILADELPHIA.

INCORPORATED IN 1847.

ASSETS, - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.

H. S. STEPHENS, Vice-President.

J. J. BARKER, Actuary. HENRY C. BROWN, Secretary.

The American Fire Insurance Co.,

PHILADELPHIA. JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance. Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

The Brooklyn Life Insurance Co.

OF NEW YORK.

WM. M. COLE, PRESIDENT.

The Business of the Brooklyn Life is Conducted on Principles of Economy and Equity.

OFFICE 51 LIBERTY STREET, NEW YORK.

WILLIAM H. WALLACE, Vice-Prest. WILLIAM DUTCHER, Sec'y.

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes, Cyclones and Farm Property

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - Phenix Building, CHICAGO, ILL.

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,

WESTERN UNION BUILDING,

Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary

GEORGE INGRAHAM, 2d Vice-President.

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES.

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

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Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON	Chicago.
H. K. LINDSEY	Cincinnati.
E. W. CARPENTER	San Francisco.
HUTSON LEE	Charleston, S. C.
S. O. COTTON & BRO	Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

CHARTERED 1720.

The London Assurance Corporation

EASTERN DEPARTMENT:

GEORGE H. MARKS, - - - Manager,

69 Wall Street, New York.

WESTERN DEPARTMENT:

CHARLES LYMAN CASE, - General Agent,

161 La Salle Street, Chicago.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: {1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11.000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. 'It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn N.Y.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817 86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042 87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

ARTHUR L. BATES, - - - - - Secretary.
J. FRANK LANG, - - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, DECEMBER 10, 1887. NO. 24.

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

PERHAPS Mr. Atkinson is right in his views about insurance methods and state legislation and expense accounts, as he detailed them at the Boston merchant's dinner on Thursday evening. We are inclined to think that in many things he is right, but it must be remembered that in practical underwriting he speaks from a rather limited experience, and in that view one gets a little tired of the parade he is continually making of that experience, as though the results accomplished by the manufacturers' mutuals, a mere fly on the cart wheel of fire insurance, were of grave importance. The legislator in Connecticut who asserted that nearly all the business of the country was done by these mutuals, had been reading Mr. Atkinson's addresses.

THERE is said to be such a thing as whistling to keep up courage. That is probably what is meant by a paragraph in a New York paper which describes the satisfactory condition of a fire insurance company which began business September 15, 1886, and has received about $250,000 in premiums and has only had $63,000 in losses. Its losses and expenses, we are told, have been under sixty per cent. Wonderful success, truly. Losses and expenses $150,000, unearned premiums about $125,000—total, $275,000, and premium receipts $250,000. How long will it be at this rate before it has to put up additional capital? We are told by the enterprising editor that this is of importance as an illustration of the fundamental principles upon which its operations are based. The company is a jumbo company, and its name may very readily be guessed.

THE Douglas heirs have at last got their case against the Union Mutual Life insurance company before the court and tried. We shall probably soon know what is the judgment of the court, though in the face of the former decision there can be little doubt that it will be in favor of the company. The heirs of Stephen A. Douglas are suing to recover the property of the late university, the land for which was given by Mr. Douglas. They claim that its mortgage to the insurance company was an alienation which worked a forfeiture of the bequest and that the land reverts to Douglas' heirs. Inasmuch as the money was borrowed with the consent of Judge Douglas, he being a member of the board sanctioning it, this suit puts his heirs in the position of claiming that Douglas was a party to securing money under false pretences, and offering as security for a loan a worthless mortgage. If this is the way one's heirs support his name and reputation, he had better die without issue.

WE have been somewhat amused by the reading of a letter not intended for publication, but addressed to a state insurance official, which suggests co-operation for the purpose of securing a law by Congress establishing a uniform or standard policy to be written by all fire insurance companies in the United States. The great lack of uniformity in fire insurance policies at the present time is the result of statute law, either directly bearing upon the question or in the varying provisions of company charters. How the Congress of the United States is going to alter the charter of a company incorporated by a state, or the provisions of statute law in any state, is a puzzle to every one not entirely infatuated with the idea that Congress and not the constitution is the supreme authority in this government. We may have remarked it before, but we here say again, that there are some mistakes in the organization of our common school system. If it does not teach the things it ought not to teach, it certainly leaves untaught what should be taught, the common sense principle of local self-government which underlies the whole fabric of our system of government.

WE wish to call attention to a few facts of history. In 1873 the Guardian, the North America, and the World Mutual Life insurance companies were put into the hands of receivers. The Widows and Orphans Life had preceded them two years. In 1876 these were followed by the Continental of New York and the Security. These were followed in 1877 by the Atlantic Mutual and the Universal, and these in 1879 by the Globe, the Knickerbocker and the Western. These companies are still in the hands of receivers, and bid fair to remain as long as there is anything to suck out of them. These were New York corporations. In Connecticut, we believe, Mr. Russell is still receiver of the American Mutual, as he has been for about a decade, and the Charter Oak has had two receivers for something near a year and a half, with no present prospect of a dividend. We call attention to these facts thinking that they may in some degree modify our exuberant joy at the prospect of more receiverships. As there is no worse use to put a man to than to hang him, so there is nothing worse for a Life company than a receivership. We might well put over the doors of receivers the inscription, "abandon hope all ye who enter here."

THE president of the Williamsburgh City has withdrawn his secretary from the protective committee of the New York Board of Fire Underwriters. We are surprised, not that he was withdrawn, but that he was ever on that committee. We trust the genial secretary will forgive us for the illustration which we are about to use, for we really like him, but the situation reminds us of the organ grinder and his usual attendant who enliven the gentle spring with music and

chatter. The attendant is fastened by a string and then is given rope enough to make him think that he is really a personage. But just as he begins to cultivate relations with his neighbors the string begins to tighten and wind up and he soon finds himself on the old ground. The secretary of the Williamsburgh City was a prominent man in the organization of the Metropolitan Association. He was a useful man in the organization but he was pulled in when the president wanted to break the compact. He has been a member of the protective committee it appears, but he has been hauled in again. We believe that he really enjoys his brief intervals of liberty and association with gentlemen outside the office of the Williamsburgh City.

On Thursday, by a very decided vote the South Carolina House of Representatives killed the valued policy bill which had come to it as a legacy of unfinished business from the previous session. It is matter for regret that this battle should have to be fought over again at every session of our legislatures, but there is a comfort in knowing that error is weakened at every conflict, and that the discussion of such questions is in itself an educating process. Our correspondent at Columbia says that this bill was aimed at the three-quarters value clause in use by underwriters in some parts of the South, and its defeat by the legislature shows more wisdom than we can credit to the authors of the three-quarters value clause. It is only a few days since a prominent and very level headed underwriter said in our hearing that he should advise the valued policy law every time to counteract the three quarters clause. The entire business community may well be pardoned for resenting a clause which condemns them in advance as belonging to the criminal classes. There is no reason why limiting clauses as to values should be put into fire insurance policies except the one that if a man is fully insured the underwriter believes that he is likely to burn his property. We cannot expect business men to assent to that doctrine.

The Continental Life Insurance Company.

THE petition of the insurance commissioner of Connecticut for the appointment of a receiver for the Continental Life insurance company is set down for hearing to day, before Judge Carpenter. We think it may be safely said that the hearing will have to be postponed because neither party to the suit will be ready to go on with it. Up to Wednesday last the company and its counsel had been unable to get from the department a detailed statement of its findings, and even if the statement has been made up since, the commissioner will hardly have his testimony ready to submit, while it will be manifestly impossible for the company to get ready for the trial of a case which involves either the taking of depositions or the presence of witnesses living at long distances from Hartford.

That the company will contest the commissioner's findings there can be no doubt—there certainly ought to be no doubt of it. That in such a contest it will win we fully believe, and our belief is founded upon an examination of a condensed statement of the commissioner's findings with which he has favored us, and upon a partial knowledge of the premises upon which his conclusions are based. The statement is as follows :

Statement of Assets and Liabilities of the Continental Life Insurance Company of Hartford, Conn., December 31, 1886, as found by the Insurance Commissioner.

Assets.

Value of real estate owned over incumbrances		$54,176 00
" of bonds and mortgages on real estate including accrued interest		158,162 39
" of loans secured by collaterals		550 00
" of bonds and stocks		456,390 00
" of furniture, fixtures and safes		4,000 00
" of agents' balances including account of J. S. Parsons		4,052 72
" of bills receivable including stockholders' notes		38,947 50
Premium notes on policies in force		391,064 74
Cash in company's office		30,303 33
Cash in bank		922 53
		$1,138,569 21
Interest due on 39,000 Utica Cement bonds		1,170 00
Interest due and accrued on premium notes which together with the notes do not exceed reserve on policy		70,917 76
Premiums due and uncollected on policies in force	$11,696 22	
" deferred on policies in force	20,606 78	
	$32,303 00	
Deduct loading	7,279 00	
		25,024 00
Total value of assets		$1,235,680 97

Liabilities.

For present value of policies in force, American experience table of mortality 4½ per cent. less $600 re-insurance	$1,833,237 00
For death claims outstanding and unpaid	63,684 00
For endowment, outstanding and unpaid	38,829 00
For death and endowment claims resisted	37,288 00
For dividends due policy-holders	9,312 42
For reserve on accident business, 50 per cent. of premiums on policies in force	3,432 60
For reserve on policies erroneously cancelled (less notes and interest) 4½ per cent. American experience	22,792 10
For balance due Hubbard & Farmer—suit brought for	5,229 17
For loan from Charter Oak National bank (and interest accrued, $729)	35,729 00
For company's notes held by Thomas Ramsdall	13,000 00
Due and accrued on account of salaries, rent and office expenses	7,511 99
Total of above liabilities	$2,070,045 28

Contingent Liabilities.

Bonds guaranteed by company on property not owned	25,000 00
Thomas Ramsdall's claim for unreturned collaterals	59,900 00
Ansel Arnold's claim for unreturned collaterals	5,870 00
J. M. Johnson's estate	8,550 00
	$99,320 00

There appears to be here an enormous discrepancy between assets and liabilities, to say nothing of the contingent liability. That we may, so far as is possible analyze these differences, we present the company's annual statement as published in the Connecticut insurance report, both statements being of the same date, namely December 31, 1886. It is as follows :

Assets.

Value of real estate over incumbrances		$258,279
" of bonds and mortgages on real estate including accrued interest		367,497
" of loans secured by collaterals		9,500
" of bonds and stocks		850,853
" of office furniture		8,826
" of agents' balances		1,163
" of bills receivable		189,198
" of premium notes on policies in force		410,430
" of cash in company's office		22,648
" of cash in bank		14,169
Interest due and accrued on premium notes		150,865
Premiums due and uncollected on policies in force	$15,788	
" deferred and uncollected on Policies in force	20,607	
	$36,395	
Deduct loading	7,279	
		29,116
Total value of assets		$2,312,544

Liabilities.

For present value of policies in force American experience table of mortality 4½ per cent. interest, less re-insurance	$1,833,237
For death claims outstanding and unpaid For endowments " " "	78,651
For reserve on accident business, 50 per cent. of Premiums on policies in force	3,433
Total of above liabilities	$1,915,321
Surplus including capital, on policy-holders' account	198,026
Total liabilities including surplus	$2,113,357

The chief differences, as will be seen, are in the assets, although there are some differences in the liabilities. For instance the commissioner adds to claims for death losses and endowments $60,150, making that item $139,801, instead of $78,651. We believe that the company will be able to show that this liability is over-estimated, as is also the reserve on "policies erroneously cancelled." The $9,312 due policy-holders for dividends, as well as the balance due Hubbard & Farmer are said to be purely fictitious. But we think it very likely that the commissioner will be able to prove that on the thirty-first day of December 1886, the liabilities of the company were two millions of dollars instead of the $1,915,321 reported. But these differences are so small as to be comparatively unimportant. The bone of contention is in the valuation of the assets.

In the item of real estate the commissioner has shrunk the company's holding from $258,279, which represents its cost, rents earned and six thousand added value over cost, to $54,176, a loss of more than two hundred thousand dollars. Turning to schedule A of the report we find that about one hundred and eighty-seven thousand dollars of the schedule is Illinois real estate and fifty thousand is in Connecticut. The rest is in small lots in other states comparatively unimportant. In this connection it might be interesting to compare the commissioner's valuation with that of the special commission of 1887, and to trace the subsequent history of those earlier valuations and compare them with the prices realized. But we have not the data for making the comparison.

Mortgages the commissioner has shrunk a little over two hundred thousand dollars, and here we have something to go upon, because the greater part of it is in one item, a mortgage upon the land and buildings of the Sharp's Rifle Company, at Bridgeport. This property has been valued by experts at about two hundred and thirty thousand dollars. It stands in the company's statement, with accrued interest at more than that figure, but is estimated by the insurance commissioner at $125,000. The bare land, upon which the buildings stand is estimated at more than the total of the commissioner's appraisal.

Loans on collateral is so small an amount that we pass it and come to stocks and bonds, which the company reports at $850,853, and which the commissioner shrinks to $457,560. This is a shrinkage of nearly one-half and here again we can make an estimate. The commissioner has put in the Utica Cement stock owned by the company at seventy-five per cent. of its par value while it figures in the company's statement at 110. This makes a loss of nearly $150,000. The Utica Cement Company has a capital of $500,000, and has, we believe paid six per cent. dividends for some years, and has earned more. Experts value its property at three-quarters of a million of dollars.

This again takes us back ten years, and shows us the value of valuations. The special commission appointed by the Connecticut legislature valued this property, in 1877, at sixty thousand dollars. It has since paid about $150,000 in dividends, and is now valued by the insurance commissioner of Connecticut at $375,000, and by experts who have examined it at double that amount.

The company has two hundred thousand dollars worth of Standard Cement stock, which it puts in at par, and which the commissioner values at $50,000. The Standard company has orders for more cement than it can make, and we are assured is now earning dividends on its stock.

We cannot pursue this statement through its various items, but the samples we give are indicative of the whole. The contingent liabilities are myths. If they are to be charged as claims they are more than offset by obligations to the company which the commissioner does not allow as assets, and which have never been allowed.

In addition to this it must be remembered that this statement does not pretend to give the present condition of the company, except as regards its assets. Its liabilities are, to the department, as they are to all of us, an unknown quantity. Almost a year has elapsed since its main liability, its reserve, has been figured. In 1877 there was a change in favor of the company in this item of $212,000. At this time it is estimated that the liability is $100,000 less than the figures of the department, We do not think it is so much, but until a valuation is made this is guesswork.

We shall not be surprised if, when this case comes to trial, the company will be able to show that at the present time it is entirely solvent. But whether it does so or not, we are quite certain that so far as the interests of the policy-holders are concerned nothing could be so bad as the success of the petition of the commissioner and the appointment of a receiver.

According to his lights the insurance commissioner of Connecticut is doing his duty. But it is our misfortune that we have assumed that the governor of a state, with the consent of the senate, can confer upon a man, hitherto ignorant of the business, the wisdom necessary to oversee the great interests of life insurance. The insurance department of Connecticut, with the assistance of its legislature, has ruined one life insurance company—the Charter Oak. It may possibly succeed in doing the same thing to another, and our protest may be unavailing. But we have not the slightest hesitation in saying that if the Continental Life is not alive and prosperous twenty years hence, it will be the fault of the laws of Connecticut, or of their administration.

Perhaps we should add a few words of personal explanation. The editor of this paper is a director in the Continental Life, and has been so for two weeks. So far as he knows, there is no purpose on the part of the officers or directors in resisting the application for a receiver but the one purpose of protecting the policy-holders of the company. So far as we are concerned, we do not propose to abandon our trust to the keeping of any state official, and we do not intend that the statutes of Connecticut shall be so construed, if we can help it, as to put into the hands of a receiver and out of the reach of its creditors for two or three years the assets of this company, and then fritter them away in law-suits and expenses. And that is the only reason we have to give to the many anxious inquirers, for having at this time accepted the position of director.

We hardly know how to express the sorrow we feel at the withdrawal of Mr. James Yereance, the president of the brokers insurance company, from the so-called protective commitee. It is not that we could not do justice to the many excellent personal qualities of the gentleman named, but that we cannot characterize as we think it deserves, the organization for which his company stands, an organization which has been permitted by the merchants and underwriters of New York to trade upon the capital of

both and now dictates laws and regulations to both. His withdrawal from the protective committee means, and the meaning is avowed, that the Metropolitan board of brokers does not intend to permit a reduction of insurance rates upon protected risks in New York. The *Spectator*, which appears to speak by authority for the brokers, says that "at every turn of the reform wheel it brings up squarely against the brokers, whose interests apparently stand directly in the pathway of the underwriters. Controlling as they (the brokers) do, the greater part of the business of this city and vicinity, they are virtually in a position to dictate terms to the companies." Well, that does seem to be about the condition of affairs, stated in plain English. Our suggestion is that a few able-bodied and resolute underwriters put their shoulders to that reform wheel and when it brings up against the brokers or the brokers' company they see that it continues right along in its course regardless of either. When Stevenson was asked what would be the result if his locomotive should encounter a cow, he replied "bad for the cow." A little of the courage needed in this crisis would make it bad for the brokers who dared to stand in the way of reform. We would be glad to know how much of this sort of thing the underwriters of New York are going to stand. At present Mr. Yereance and his stockholders seem to be masters of the situation.

Facts and Opinions.

STILL another English corporation with the colossal capital of $10,000 and an eye probably on the American underground passage, has been registered, taking the title of the City and Counties insurance company, (limited, of course). It proposes to transact "fire, marine, accident, employers liability, guarantee, plate glass, hailstorm, cattle, steam boiler and carriage insurance," and the reason why it does not add life insurance to the list, the London *Insurance World* suggests, is because the law requires a deposit of £20,000 as a preliminary to the beginning of business. Another of our London contemporaries, the *Post Magazine*, shows up the Property Fire insurance company (also limited) which two months ago registered on a capital of $10,000 and began the business of insuring special hazards. Since then two of its agents have been arrested and held as swindlers. The manager of the Property Fire is one J. F. Drage, who is "well and unfavorably known" as the originator of five previous wild-cats with from $10,000 to $5,000,000 nominal capital, all of which died in debt, without assets. In view of the ease with which bogus fire insurance companies can be legally put upon a business basis in England, it seems to us that the insurance laws of our esteemed relatives need to freshened up a little. They are not much worse out in Dakota and some other of our territories, in which the wild-cat springs, on the instant, full armed, with the requisite claws and teeth, from the brain of the insurance adventurer.

A REMARKABLE case of conspiracy to defraud fire insurance companies is that which is stirring the quiet state of North Carolina, and particularly that part of it which has for its centre the town of Keeversville, in Catawba county, where the alleged crime was committed. The Keevers, as may be presumed from the name of the town, are among the leading people in the county, and it is among them that the law has laid its hand the heaviest. In August last the general merchandise stores of Keever & McCaslin and Jarrat & Poston, were burned, after three previous unsuccessful attempts to fire them. About $5,000 insurance was written on their stocks by Richmond companies, which adjusted the loss. Suspicions of foul play having arisen, the underwriters sent a Richmond detective to work up the case. The result was that last week, on his complaint, arrests were made of B. C. Keever and his partner McCaslin, the former being a justice of the peace and superintendent of the Methodist Sunday School, Postmaster Jarratt and his partner M. O. Poston, who is the mayor of the town, James Keever, who is a class leader in the church and his son, James Keever, Jr. Another Keever, named Luther, has fled, after making complaints that he had been cheated by the other conspirators. A Raleigh despatch says that the case will be tried before three magistrates, which is unusual in North Carolina, that sixty witnesses will be examined and that very able counsel will appear on both sides.

THE Merchants Club of Boston, at its monthly dinner on Thursday of this week, had as its guests, the presidents of the fire and marine insurance companies of Massachusetts. Our Boston correspondent wired us yesterday the following brief summary of the subjects touched upon by the underwriters in their speeches:

President Peabody of the American Fire spoke on the system of brokerage abroad and the formation of the first company in 1769. President Fuller of the Boston Marine, said that on account of the low premium rates and the decline in the shipping interests, marine underwriting was not in a prosperous condition at present. President Rogers of the Mercantile Marine spoke of changes in the methods of business and the growth of the brokerage system.

Edward Atkinson, president of the Manufacturers Mutual, made an appeal for proper precautionary measures in great establishments in the way of construction, care and management. Within ten years the factory insurance companies have covered $5,000,000,000 in risks, have received $45 000,000 in premiums, have paid back $28,000,000 to the assured and reduced the cost of insurance to thirty cents on $100 on the sum carried and all this has been done by pointing out and securing the correction of defects in construction and in securing proper precautionary measures in the conduct of the business. The need of the hour is to prevent property from being destroyed. As to the interference of legislation, Mr. Atkinson said that the attempts of the various states to protect their own insurance companies is simply ludicrous, for if anything in the world is in its essence interstate and international it is insurance.

Pennsylvania has passed a law forbidding contracts with outside companies, and for a second offence the offender may be incarcerated in jail. The Massachusetts department has established an arbitrary standard of solvency; a standard which companies not really sound may, by corrupt management, set up. There is room for an insurance commissioner in every state, and if one change in the form of their reports be made, viz: printing the ratio of the loss to the premium, and the ratio of the expense to the premium of insurance of each company, in startling black type, it would do more to protect the insured than all the arbitrary standards of solvency that could be established.

Other speeches were made by Messrs. Fowler of the California Fire, Northley of the Salem insurance company, DeBlois of the China Mutual, Stevens of the Cotton and Woolen Manufacturers, and Sweetzer of the Washington Fire and Marine. President Rhodes of the John Hancock Life, and Col. Hutchins of the Delaware Mutual, were also present.

THE New York property of the Charter Oak Life insurance company, consisting of the premises at Nos. 444 and 452 Broadway, extending through to Crosby street and Nos. 29 and 34 Howard street, will be sold at public auction at the Real Estate Exchange, New York, on next Monday, under the direction of Gen. Louis Fitzgerald, the company's New York receiver under the appointment of the court. The estimated value of the property is $500,000, but it is mortgaged to the extent of $250,000. The courts of Iowa and Missouri have decided that the receivers of the Charter Oak Life appointed in those states must make an accounting to the home re-

ceivers. In New York the same decision is expected. The Connecticut receivers, Messrs. Brooks and Stedman, have the case in the superior court of New York, and will await the result before taking measures to secure control of the proceeds from the sale of the New York property.

THE board of directors of the Mechanics Fire of Brooklyn have appointed a committee to consider what had best be done with the company, in view of the present demoralization in the business in New York. Owing to heavy losses and the high commissions and brokerage prevailing in the Metropolitan district, the Mechanics Fire has suffered and dividends have been passed. Accordingly the directors have thought it best to call a halt and entertain the question of re-insuring. Mr. John H. Mott, president of the company, has been authorized by the committee to see what offers of re-insurance can be obtained and report. Up to the time of our going to press he had not, he said, submitted the matter to any company, nor obtained any bids. The rumor, therefore, that the Mechanics Fire had been re-insured by the Alliance was, he declared, unfounded.

THE failure of the Royal insurance company of Birmingham, Ala , was formally announced when on last Monday two of its stockholders, W. C. Stewart and J. S. Ross, filed a suit in the chancery court, at Birmingham, praying that a receiver be appointed to take charge of the affairs of the company. They swore that its liabilites were $137,320, while its available assets were only $3,000, and nominal assets $90,489. George Eustus was appointed receiver, and his bond was fixed at $50,000. The company was organized about eighteen months ago and has been one of the most notorious of the undergrounders, its policies having been peddled by nearly every underground and wild-cat broker in the country.

THE home office of the London & Lancashire Fire insurance company has, as the result of the recent visit of its New York manager to Liverpool, decided to materially strengthen the present condition of its United States branch by an immediate additional investment in American securities of over $200,000, to be deposited with the company's New York trustees, Messrs. Stewart, Slocum and Graves, thereby increasing its present United States surplus of $622,000 to about $850,000. The assets of the company in this country by this transaction now exceed $1,650,000.

ANOTHER innovator is Dr. William Murray of Newcastle, who has been lecturing in England on "the evil effects of regular habits." If industry be not judiciously varied by healthful amusement, travel, society and rest for body and mind, observes this reformer, it is apt to bring in its train premature breakdown in some one of its numerous forms, years of helplessness and pain, or early death—which is saying something that is obviously true and not new. Our Dr. Hammond says that he advises his city patients, who are suffering from too much mental strain, that the best relief comes from attendance at the theatres.

INCENDIARY fires continue at Nashua, N. H., and property-owners are in a condition of alarm and excitement, which is not diminished by the prevalence of a report that the fire insurance companies are contemplating a withdrawal of their protection from the city. The New Hampshire companies, which are about all that Nashua has to depend upon now, are not big enough collectively to stand more than a moderate buffeting from any one locality.

THE Washington agent of the Belgian concern, Le Royaume, has issued another batch of circulars. He boasts that the concern develops in "an enormous manner." The paid up capital, he says, is twenty per cent. on 1,063,200.00, francs, which spread out on paper does look enormous, but it really amounts to only $212,650 : twenty per cent of which is $42,530.

AT the annual meeting of the Life Underwriters Association of Western New York, the following officers were elected for the ensuing year : President, Joseph W. Pressy of Rochester ; first vice-president, E. P. Clark of Rochester ; second vice-president, Mathias Rohr of Buffalo ; secretary, William Manning of Rochester ; treasurer, M. D. L. Hayes of Rochester.

THE last prop to the support of the fraudulent Old People's Mutual Benefit Society of Elkhart, Ind., has been withdrawn, by the revocation of its license to do business in Minnesota, by Commissioner Shandrew, who admits that he has been deceived by the representations of the officials of the company.

PORTRAITS of many of the leading underwriters of Chicago appear in a handsome supplement attached to last Saturday's issue of the *Investigator*. The illustrated work has been well done by Chicago artists and the production is a credit to the enterprising publisher.

THE home office of the Sun Fire Office of London is expected to send over an additional $300,000 to be invested in the United States for the security of the company's policyholders in this country, which will make the Sun's assets here over two millions of dollars.

THE receiver of the failed professional undergrounder, the Monarch of Des Moines, is prosecuting the directors and stockholders, in the vain effort to secure some money for the creditors of the company, who really deserve no sympathy.

THE insurance superintendent of Kansas has driven a fraudulent assessment company, located at Topeka, out of that state, and it has settled in Indiana, where the defective laws hold out an invitation to such concerns.

THE Globe, a London marine insurance company, has been doing an illegal business in Minnesota, as well as in other of the United States, and Commissioner Shandrew has issued a notice of warning to the public.

THE New York insurance department officially announces that the impairment of the capital of the Fire Insurance Association of New York, has been made good.

THE Mutual Life of New York has made the necessary deposit with the insurance department of Missouri, and entered that state for business.

AT Kansas City, Kan., not Mo , the Kansas City Fire insurance company, with $100,000, as claimed, has filed articles of incorporation.

Insurance in the Courts.

The suits of the Douglas heirs to secure title to the University of Chicago property, now owned by the Union Mutual Life, were argued before Judge Jamieson, in Chicago, on December 1.

The laws of the state of Mississippi punish the adjuster of a loss on property insured in the underground way, and an adjuster of the Sun Mutual of Mew Orleans has brought a suit in the Federal courts to test the question of the constitutionality of the Mississippi law, so far as it relates to a prohibition of adjustment on burned property owned by a citizen of another state, and insured by a company not complying with the insurance laws of the state of Mississippi.

A suit has been brought against E. B. Ames & Co., local agent at Minneapolis of the companies composing the New York Underwriters Agency, by those companies, to recover $1,000 which the companies were obliged to pay on a loss occasioned by the burning of the Warner Block at Minneapolis. The plea of the companies is that these agents were notified by their general agent to write no further insurance on the block, that they disobeyed the instruction and that therefore they are liable.

Personals.

AGENCY APPOINTMENTS.

American of Newark: Crane & Hanscomb, Somerville, Mass.; Edward P. Ingraham, Worcester, Mass.; Westgate & Johnson, Melrose, Mass.

Fireman's Fund of San Francisco: Charles E. Kirby, Fitchburg, Mass.

German-American: George H. Brown & Co., Quincy, Mass.

Girard Fire & Marine: Ezra Baker, Lynn, Mass.

Lancashire: A E. Moore, special agent for Pennsylvania and the middle department with headquarters at New York.

London Assurance Corporation: J. B. T. Hall of Chicago, special agent in the western department.

Merchants of Newark: J. L Tucker & Son., Onconta, N. Y.; Edward C. North, Boston, Mass.

Merchants of Providence, R. I.: Charles H. Ferson, Chelsea, Mass.

Manhattan Life: Peter S. Wilson, of Raleigh, general agent for North Carolina.

Northern of London: Gilbert Hay, special agent for Texas.

Orient of Hartford: Corbett & Co., Atlanta, Ga.

Dr. C. C. Bombaugh of the *Baltimore Underwriter* was elected to succeed C. J. Bonaparte, as president of the Harvard Club of Maryland, at the annual meeting of the club held in Baltimore last Saturday. The quinquennial catalogue of the college describes Carolus Carroll Bombaugh as a graduate of 1850, in company with Prof. Thayer of Andover, James C. Carter, and other classmates who, like the doctor, have won distinction in their chosen walks of life.

Mr. W. W. Dudley, as was anticipated, succeeds to the western management of the North British and Mercantile, in place of the late William B. Cornell. Mr. Dudley has been the assistant manager of the department for the last three years. Mr. H. H. Glidden, the company's state agent for Michigan and northern Ohio, assumes the position of assistant in place of Mr. Dudley.

Mr. John W. Diefendorf of Peoria, leaves the service of the New York Life to become manager for the Mutual Life of New York for central and southern Illinois, in place of Ira S. Read, who has been transferred to Chicago and placed in charge of northern Illinois, all under the Illinois general agents, Ferguson & Winston.

Col. Amos D. Smith 3d., of Boston, has joined the forces of the Equitable Life and will be identified hereafter with the Metropolitan department of the company. Associated with him is his son George A. Smith, under the firm name of Amos D. Smith 3d & Son.

Mr. George H. Hope, son of the late President Hope of the Continental and for a number of years connected with the home office of that company, has been elected vice-president and manager of the Long Island insurance company of Brooklyn.

Manager Phillips of the City of London Fire, sailed for home on Saturday, after having been entertained by Resident Manager Paige, at a parting dinner at the New York Down Town Club on the day before, a number of other guests being present.

Messrs. Jacobs & Easton who have been for some time San Francisco local agents of the North British and Mercantile and German-American of New York, have ceased to represent those companies in that capacity at the instance of the latter.

Mr. William H. Blackford, for some years manager of the agency department of the Maryland Life of Baltimore, has been elected president of the company, to fill the vacancy caused by the death of Col. George P. Thomas.

Mr. F. W. P. Rutter, foreign superintendent of the London & Lancashire Fire insurance company has just completed the circuit of South America, and is now in New York for a few days prior to his return to England.

Mr. Charles Hooton, assistant secretary of the Sun Fire Office of London, who had been a faithful servant of that corporation nearly fifty years, died at Holloway, England, November 21.

Col. S. C. Warriner of Springfield was not elected mayor of that city at the municipal election on Tuesday, but *was* appointed local agent for the Metropolitan Plate Glass Company.

Mr. James Davis, inspector of buildings for the New York Board of Fire Underwriters during the past fifteen years, died at Staten Island December 2, aged fifty-nine years.

Mr. Charles W. Gerwig has been elected secretary of the Teutonia of Allegheny, Pa., in succession to H. F. Eggers, resigned.

Mr. John A. McCall, Sen., father of ex Superintendent McCall, died at Albany on Sunday night, aged seventy-one years.

Insurance Legislation.

South Carolina.

COLUMBIA, S. C., December 8, (*Special.*)—The house of representatives to-day, after a sharp debate, killed the valued policy bill by a vote of 73 to 36.

The bill to charter the Oconee Mutual to do a fire insurance business has passed and requires only the governor's signature.

Miscellany.

The Growth of Decay in an Assessment Order—"New Blood" Cannot Save It.

The Chicago *Investigator* presents the result of a study of the last years of the career of the Royal Arcanum, one of the most popular, and with the exception of the Knights of Honor and the Legion of Honor, the largest of the beneficial orders. Its own statements of condition, as annually reported to the state insurance departments, show that the decay which leads to early death has set in, and that the boasted great saving force of assessmentism "new blood" cannot prevent that end:

From the sworn reports made by the officers of the Supreme Council of the Royal Arcanum, (commenced business June, 1877,) to the insurance commissioners of the states of New York and Massachusetts for the years 1881 to 1886, inclusive, the following facts are obtained:

Year.	Average membership.	Deaths.	Mortuary assessments paid.	Cost to the average member.*	Management expenses.
1881....	29,535	190	$570,458.58	$19.31	$21.140.25
1882....	36,860	230	707,129.43	19.18	25,745.96
1883....	44,067	303	879,910.75	19.96	36,569.75
1884....	50,777	352	1,053,103.36	20.73	41,424.22
1885..	57,384	430	1,263,845.87	22.02	33,509.76
1886....	65,890	522	1,543,829.25	23.43	36,553.13

SUMMARY OF GROWTH FOR FIVE YEARS.

Increase in deaths	175	per cent.
Increase in members	123	"
Increase in management expense	72.9	"
Increase in deaths to members	22 3-5	"
Increase in assessments to carry $1,000	21 1-3	"

In 1886, 1,622 members failed to respond to calls for

*Does not include expenses of any kind.

"widows' and orphans' money safe in the pockets of members." The infusion of "new blood" cannot prevent members from growing older, nor latent diseases from developing, nor death from increasing, nor the mortuary assessments from soon exceeding a sum that no healthy member will pay, nor long prevent this new popular fraternity from being numbered with the dead.

The record of this association shows, during the last five years an increase of 175 per cent. in deaths; an increase of 123 per cent. in new blood; an increase of 72.9 per cent. in management expenses; an increase of 22⅔ per cent in deaths to members; and an increase of 21⅛ per cent. in the cost to the average member to carry a certificate of membership one year.

Some of its former prominent officials have published reasons why the Royal Arcanum cannot live, and have organized new associations on a "solid basis" (?) where the *healthy* members of the "R. A." can obtain a new start in "cheap" (?) certificates of membership in a death assessment concern.

The dying condition of this association is fully disclosed by the sworn report made by the officers of the supreme council to the insurance commissioners of several states. The time for inevitable demise is near at hand. When it dies its members will discover that they are the victims of an error. This society has not yet been in existence long enough to have a death rate form old age. It may be a good society, but "the good die young."

Some Out-of-the-Way Instances of Spontaneous Combustion.

In a journal published in the interest of the hardware trade, *Stove and Hardware*, the following instances of spontaneous combustion from unusual, or rarely observed causes, have been collated:

Undoubtedly many fires of apparently mysterious origin have been caused by spontaneous combustion. Some very interesting examples of spontaneous ignition have been recently published, which might have ended in serious conflagrations if they had not been discovered in time to prevent them. In a manufactory of plane bits in Chicago, a sponge had been used to transfer the water by capillary attraction from a water-box to an emery wheel on which the bits were ground. The sponge wiped off the fine steel particles from the wheel, and they were collected in the cells of the sponge, and kept constantly wet. The sponge was finally laid aside and after a week or ten days it was discovered that the mass was spontaneously ignited, and if it had not been for its timely discovery another mysterious fire might have resulted.

In a factory in New Jersey where oiled stock for planes was operated on by boring, planing and mortising machines, causing shavings and fine particles wood, which were saturated with linseed oil, to collect on the floors, it was noticed that a great increase in the temperature took place when sweepings—which had been moistened by sprinkling—were collected in a pile. On a subsequent occasion it was found that a barrel of shavings and chips from the boring and mortising machines were so hot as to be almost ready to ignite. Another barrel contained shavings made in planing oiled stocks. On these being moistened with water they soon began to heat, and the temperature continued to rise until the next day, when it was found that the shavings began to char. The barrel was covered with a metal plate until the next day, when, on being disturbed, the mass burst into flames.

A number of bales of Sea Island cotton stored in a warehouse in New Jersey were found to be on fire. When the fire was extinguished at one spot it would start at another. The cotton had been ginned on a roller gin, which, in cracking a portion of the seed, had caused the oil in the seed to become mixed with the cotton, and the result was spontaneous ignition.

In the manufacture of a cement or putty composed of whiting and boiled linseed oil, which, after being ground in a mill, was put in barrels, a fire was discovered under one of the barrels standing on end. The floor was partially burned through when the discovery was made. In grinding the oil the mass became warm from the friction, and a small part of the oil had leaked through the common barrels while in this warm state. It was discovered in time to prevent much damage.

An engineer placed a bunch of waste—which had collected in cleaning up a mill—in front of a boiler in order that the fireman could use it the next morning in starting up the fire. During the night it spontaneously ignited, set fire to the kindlings which had been made ready for the morning, and raised steam sufficiently to blow off and alarm the watchman.

Some years since a gentleman was experimenting in coloring Southern moss for decorative purposes. In one of his experiments he used a very thin paint or varnish, but slightly colored with a pigment. He dipped the moss in the mixture, and then squeezed out as much as possible by hand. The result not proving satisfactory he threw the moss in a box, and placed it in a closet. A few days after, the odor of something burning led to the discovery that the moss was charred, and almost ready to ignite.

Protected Risks—Regulations of the Protective Committee of the New York Board and Form of Commission to be Signed by the Companies.

The following are the rules and regulations, adopted by the committee on protected risks of the New York Board of Fire Underwriters, mention of which was made in our issue of last Saturday:

1. Regular meetings of the Protective Committee shall be held twice in each month. Special meetings may be called at any time by the chairman or by three members of the committee. Calls for a meeting shall state the risks to be considered.

2. Seven shall constitute a quorum at any time.

3. Applications from property owners to avail themselves of the advantages of the "protective plan" shall be made through the chairman on a form of proposal to be adopted by the committee.

4. When a proposal in proper form has been received by the chairman he shall forthwith present the same to the full committee.

5. If in the judgment of seven members of the committee the proposal is made on a risk advisable to be brought within the operations of the committee, the chairman shall designate one or more members of the committee to survey the premises.

6. The report of the sub-committee, with a schedule of requirements to make the establishment a "protected risk," shall be handed to the secretary in advance of the meeting of the committee. The secretary shall number such reports consecutively and carefully preserve the same.

7. A majority of the full committee present at any meeting are authorized to bind the full committee as to requirements, rate, and other provisions governing the acceptance of a risk; but if three members of the committee object, a risk shall not be accepted.

8. The requirements of and terms offered by the committee, as hereinbefore provided, shall be put in writing, signed by the secretary and delivered to the party making the proposal.

9. When the suggested improvements or requirements have been made or complied with, and the form of policy has been approved by the committee, the committee shall distribute the insurance and notify each co-operating company of the amount assigned to it, whether by direct policy or re-insurance.

10. When a risk has been accepted a periodical survey shall be made (not less frequently than once in three months) and the surveyor shall report on a blank to be approved by this committee.

11. The committee shall elect a treasurer, and all moneys collected in behalf of the co-operating companies shall be deposited in a special account in the name of the protective committee of the New York Board of Fire Underwriters, subject to drafts of the treasurer and chairman of this committee jointly.

12. If additional insurance is desired on a "protected risk" in excess of the amount first effected, the chairman is authorized to bind the same in behalf of the co-operating companies (up to the aggregate of their maximum lines) and report the same to the committee for distribution.

13. The rate of commission or brokerage on any risk shall not exceed five per cent., unless a majority of the committee

shall vote otherwise; in which case the rate of commission or brokerage (if any), shall be fixed by ballot, in no case to exceed ten per cent.

14. These rules may be changed at any meeting by a vote of nine members of the committee, notice of such proposed change having been given at a previous meeting.

The form of the commission which the companies desirious of entering into the protected risk arrangement are are asked to execute, is as follows:

Be it known that Henry H. Hall, William DeL. Boughton, George M. Coit, Henry W. Easton, William A. Anderson, Francis C. Moore, Charles Sewall, James A. Silvey, William M. St. John, Edward A. Walton, John H. Washburn and Walter K. Paye, composing the protective committee of the New York Board of Fire Underwriters, or their successors, are hereby appointed and duly constitued the agents of the ... ...insurance company of the city of .. ....with full power to prescribe requirements for the proper construction or improvement and effectual protection of any risk, including in such protection an automatic sprinkler or other approved appliance; and when any such risk is approved by said committee it shall be classed "protected," and this company will not (except through said committee) issue its policy on any such risk either directly or by re-insurance, and will at the written request of the chairman of said committee, cancel *pro rata* any policy or policies it may have on such risk issued prior to its being classed as "protected."

Said committee shall have full power in behalf of this company to negotiate for and to accept lines of insurance not exceeding a maximum amount hereinafter named and approved by said committee, upon risks classed on the records of the New York Board of Fire Underwriters as "protected"; to fix the rate of premium thereon; to receive moneys; to prescribe such terms and conditions (provided they embody a co-insurance clause or its equivalent) for the acceptance of such insurance, as in their judgment, the best interest of this company shall demand; and this company will, at the request of said company, and not otherwise, renew, modify or cancel all policies of insurance issued by it on "protected risks."

The maximum amount for which said committee shall have power to bind this company is hereby limited to ..... dollars ($....) on any "protected risk," whether composed of one building or a group of building under one management. Said maximum amount is for the sole account and benefit of this company, and for which it bears the undivided liability (any contract, agreement, treaty or guaranty to the contrary notwithstanding) and neither the whole or any part thereof shall be re-insured by it (except as hereinafter provided) either directly or indirectly, without first obtaining the consent of said committee.

The said committee shall on each "protected risk" accepted by it, allot to this company either directly or by re-insurance, such proportion of the whole amount insured as the maximum named herein bears to the approved aggregate maximum lines of all the co-operating companies.

Whenever said committee deem it advisable to have the policy of this company issued on any "protected risk" for an amount greater than its proportion as above set forth, said protective committee shall have full power so to do, provided the amount so insured by this company does not exceed the maximum named herein, and that the policies of nine other co-operative companies are issued on the same risk, such companies being designated in rotation as far as practicable, and provided this committee simultaneously effects re-insurance among the co-operating companies, so as to reduce the net liability of this company to such proportion of the whole amount insured as the maximum named herein bears to the approved aggregate maximum lines of all the co-operating companies.

This company if it deem it advisable not to carry any risk accepted by said committee, may arrange for re-insurance of such risk with one or more of the co-operating companies.

In the event of a claim for loss or damage to a "protected risk" said committee shall have power to adjust the amount thereof and apportion the same among the co-operating companies.

Said committee shall account monthly to this company and shall be authorized to charge in the account its *pro rata* share of all necessary expenses. Said committee may discharge its duties through sub-committees of its own number, and may delegate its powers to such sub-committees.

This commission of authority may be revoked by this company by giving to said committee ten days' notice in writing of its intention so to do, but this company will carry to expiration all risks allotted to it by said protective committee.

In witness whereof the .....insurance company has caused these presents to be signed by its ... .. this..... day of ..... , 18 . (Signature of the company.)

Special Notices.

FIRE INSURANCE SOLICITORS AND AGENTS in New York city and vicinity having opportunities for placing Life insurance will benefit themselves and their patrons by communicating with OTTO J. SEELAUS,
Room 294, Stewart Building
New York City.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued without medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,
Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual. and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

Lloyds Plate Glass Insurance Co.,
68 WILLIAM ST., NEW YORK. CASH CAPITAL $100,000.
Insurance on Plate Glass against Accident. Largest business and largest reserve of any similar company in the world.

Citizens Insurance Company,
OF PITTSBURGH, PA.
The Oldest and Largest Company in Pittsburgh.
Capital... ... . $500,000 00
W. G. JOHNSTON, President. WALTER MORRIS, Secretary

FRAZIER'S
Surveys and Confidential Grade Book Reports upon Special Hazard properties in the Philadelphia and New York Districts. Supplemented and revised constantly.

Connecticut General Life Ins. Co.

HARTFORD, CONN.

Assets January 1, 1886. - - - - - - $1,551,414 25

Liabilities, N. Y. Standard $1,107,997 53
Surplus to Policy-holders by N. Y. Standard $443,416 72
Of which $103,873 50 is a Special Reserve due Savings Endowment Policies.
T. W. RUSSELL, President. F. O. HUDSON, Secretary

CHARTERED 1880. ORGANIZED 1881.

New England Fire Insurance Co.

OF RUTLAND, VT.

L. W. REDINGTON, Pres. C. PARMENTER, Sec.

The only Stock Fire Insurance Company in Vermont.

Scottish Union & National Ins. Co.,

ESTABLISHED 1824.

No. 35 Andrew Square, Edinburgh, Scotland.
No. 3 King William Street, E. C. London.

United States Branch, Hartford, Conn.
M. BENNETT, JR., Manager. JAS. H. BREWSTER, Asst. Manager

Sun Fire Office of London, England

J. J. GUILE, U. S. MANAGER,

OFFICE, 30 NASSAU STREET, NEW YORK.

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.
LOSSES PAID over $65,000,000.
HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.
A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

Penn Mutual Life Insurance Co.

OF PHILADELPHIA.
INCORPORATED IN 1847.

ASSETS, - - - - - - - - - - $9,663,884 26

PURELY MUTUAL.

Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.

EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary.

The Brooklyn Life Insurance Co.

OF NEW YORK.

WM. M. COLE, PRESIDENT.

The Business of the Brooklyn Life is Conducted on Principles of Economy and Equity.

OFFICE 51 LIBERTY STREET, NEW YORK.
WILLIAM H. WALLACE, Vice-Prest. WILLIAM DUTCHER, Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital $2,000,000 00
Cash Assets January 1, 1887 ..... 2,249,508 16
Total Liabilities 215,952 30
Surplus as regards policy-holders 2,033,555 86

Western Assurance Company,

HEAD OFFICE—TORONTO, CANADA.

INCORPORATED 1851.

A. M. SMITH, President. J. J. KENNY, Managing Director.

UNITED STATES TRUSTEES.

WM. H GUION, of Williams & Guion, (Guion Steamship Line) New York
WM. A. BOOTH, President Third National Bank, New York.
ARTHUR B GRAVES, President St Nicholas Bank, New York.

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.
JAS. M. BARKER, Vice-Pres. JAS. W HULL, Sec'y and Treas.
Agencies in all the principal Cities of the United States.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital $500,000 00
Outstanding Liabilities 183,919 00
Re-insurance Reserve 1,087,221 00
Net Surplus 489,340 00
Totals Assets January 1, 1887 ..... $2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital $400,000 00
Re-insurance and all Liabilities 1,083,458 52
Surplus 1,227,426 40
Total January 1, 1887 ..... $2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. ec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine.
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital $1,000,000 00
Outstanding Claims 93,252 32
Re insurance Reserve 611,619 08
Net Surplus 424,870 54
Total Assets $2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT, Sec'y.

If Life Insurance Agents want an A 1 contract, with full general agent's renewal interest, direct from the HOME LIFE INSURANCE COMPANY, with exclusive control of good territory, in the North-west or Western States, they will at once address,

EDGAR H KELLOGG, Superintendent,

CHICAGO, ILL.

ESTABLISHED 1872.

THE

ACCIDENT

INSURANCE COMPANY OF NORTH AMERICA

MONTREAL.

SIR A. T. GALT, G. C. M. G. President

EDW. RAWLINGS, Managing Director.

ACCIDENT BUSINESS ONLY.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

1853 ESTABLISHED 1853

Agricultural Insurance Company,

WATERTOWN, N. Y.

INSURES ONLY FARM PROPERTY

AND

PRIVATE RESIDENCES.

STATEMENT, JANUARY, 1886.

Cash Capital	$500,000 00
Reserve for all liabilities including re-insurance	1,597,330 24
Net Assets (to protect Policy-holders)	1,828,012 26
Net Surplus to Policy-holders	730,682 02
Net Surplus to Stockholders	230,682 02
Total Assets	1,886,911 68

JEAN R. STEBBINS, President. H. M. STEVENS, Secretary.

Extract from Charter: "§ 3. This company is formed to make insurance on the joint-stock plan, against loss or damage by fire and lightning, on Farm Property, Private Residences, Barns and Outbuildings with their contents, and on other property not more hazardous; and it shall be confined in its business to such risks."

London and Lancashire Fire

INSURANCE COMPANY

OF LIVERPOOL, ENGLAND.

HEAD OFFICE FOR THE U. S., 46 PINE ST., NEW YORK.

J. BEAVAN, Manager, New York Department, including New York, Pennsylvania, New Jersey, Delaware, Maryland, Virginia, North Carolina and District of Columbia. 46 Pine Street, New York.

DEPARTMENT MANAGERS.

SCULL & BRADLEY, (successors to Foster & Scull), 53 Devonshire Street, Boston, Mass., Managers for Massachusetts, Rhode Island, Connecticut, Maine, New Hampshire and Vermont.

JOHN H. LAW & BRO., Cincinnati, Ohio, Managers for Ohio, Indiana and West Virginia

BARBEE & CASTLEMAN, Louisville, Ky., Managers for Kentucky, Tennessee, Georgia, Alabama, South Carolina, Louisiana, Arkansas, Florida and Texas.

CHARLES H. CASE, 120 La Salle Street, Chicago, Manager for Illinois, Michigan, Wisconsin Minnesota, Iowa, Kansas, Missouri, Colorado and Nebraska

ORGANIZED 1836. ENTERED THE UNITED STATES 1876.

NORTHERN ASSURANCE COMPANY OF LONDON.

UNITED STATES OFFICES.

GEO. W. BABB JR. MANAGER | No. 13 CONGRESS ST. BOSTON | NEW ENGLAND DEPT.

NORTHWEST DEPT. No. 204 LA SALLE ST. CHICAGO | W. D. CROOKE MANAGER

WARREN F. GOODWIN MANAGER | No. 82 WEST THIRD ST. CINCINNATI | CENTRAL DEPT.

NEW YORK DEPT. No. 25 PINE ST. NEW YORK | HENRY H. HALL MANAGER

PACIFIC COAST DEPT. No. 441 CALIFORNIA ST. SAN FRANCISCO. ROBT. DICKSON, MANAGER.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

NOTICE TO LIFE INSURANCE AGENTS.

The American Life Insurance Co.

OF PHILADELPHIA,

Is prepared to negotiate with competent men in the following States: Pennsylvania, Maryland, New Jersey, New York, Ohio and Illinois. For full information address,

JOHN J. MACFARLANE, President,

P. O Box 1556, Philadelphia, Pa.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary.
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life Insurance under the contract to almost nothing. For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE, Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn N.Y.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817 86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	50,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 50

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

ARTHUR L. BATES, - - - - - Secretary.
J. FRANK LANG, - - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. BOYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, DECEMBER 17, 1887. No. 25.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

IT has been a cause for much regret in insurance circles that the daily press is almost certain to be found in opposition to the underwriter's view of questions which affect his business. The daily press can always be found advocating the taxation of insurance companies, and is always in favor of restrictive legislation. It has always been found next to impossible to secure the insertion in its columns of anything favorable to the business, except at advertising rates. It has been our belief that in this matter the daily paper has only followed its professional instincts as a caterer to the public. It reflects, though in distorted, and exaggerated forms, sometimes, public opinion regarding insurance. It represents the general belief that between insurance and the public interest there is an irreconcilable antagonism. And so when we are vexed at what seems a wanton attack upon insurance we must conclude that the paper is not necessarily reflecting the intelligent belief of an enlightened and educated writer, but that it is saying what the average readers of a daily paper wish it to say.

IF, as was assumed by Judge Carpenter at the preliminary hearing in the Continental Life case at Hartford, the state, in the person of its insurance commissioner, is the natural protector of the rights of policy-holders in insurance companies. we have one more danger to contend with in the conduct of life insurance. We all understand that the legislature which charters a company may amend the charter, and that all general laws which in any way affect a charter are parts of that charter, so that all investors hold their interests in corporations at the mercy of the law-making body, but the law of Connecticut makes the insurance commissioner in his application to the court the enemy of the corporate interest, seeking its destruction, and Judge Carpenter makes him its friend and protector, and enjoins the real parties in interest from presenting any defense. He says that the corporation shall make no defense against its dismemberment unless that defense is paid for by parties who have no interest in its preservation. There is no reason why any mutual life insurance company should not be placed in a position where its policy-holders would be compelled to make individual contributions to prevent the destruction of their corporate property, if the insurance commissioner and Judge Carpenter should attempt its destruction.

WE do not doubt the truth of the statement made by the *Spectator* that "if managers of companies were required to vote for or against the retention of the brokerage system, a arge majority of thom would vote for its retention." But the moral effect of this majority vote is lost by the subsequent admission that if a manager acts in any way independently he loses the patronage of the broker. Indeed, according to the *Spectator*, the only really independent power in fire insurance in New York is the man who has no pecuniary interest at all in the business, and who cares neither for the success of the insurer nor the indemnity of the insured except as the latter may affect his future standing as a broker. But if the fire underwriter in voting on this question is not voting under duress, and really desires the broker —by a large majority—what is the sense in the complaint which he is constantly making, and why does he continually endeavor to reduce brokerage? There seems to be a little flaw in the logic of the *Spectator* when it argues that companies love the broker because he is cheaper than the solicitor and so saves them money, and is at the same time so expensive that they desiro to cut down his compensation. It is very ridiculous for the underwriter to complain of the exactions of his patron the broker. He ought to be thankful that the broker, having the underwriter at his mercy permits him to live at all, and he should be profoundly grateful that he not only does this, but consents to take less of the proceeds of the business than he really earns. Our opinion of the broker begins to rise. He is, according to our contemporary, the benefactor and not the bane of the business of insurance. He supplies a long felt want, and does it for much less money than it would cost if supplied in any other way. The political economy which fosters middlemen is, as the editor of the *Bunkum Flagstaff* once remarked of education, "the crownin' glory of the United States."

A PROMINENT lawyer of Hartford, an ex-judge and ex-speaker of the house, was present at the hearing before Judge Carpenter, last Saturday, regarding the appointment of a receiver for the Continental Life insurance company. He was there for the purpose of urging the appointment of a receiver, being himself a policy-holder, and being anxious that his money should not be sqandered. He gave credit to the figures of the commissioner, and we could not resist the impression that so believing he ought to be found on the other side of the fence. Assuming that what Commismissioner Fyler has found and what his attorneys hinted represents the true condition of the Continental, there is no necessity for any policy-holder to pay any further attention to its affairs or to pay it any more premiums. A little examination will make this apparent. Commissioner Fyler gives the company $1,235,681, of assets. Out of this sum must be taken—if the company is put into the hands of a receiver, premium notes to the amount of $391,065 and accrued interest $70,918; deferred and uncollected premiums $25,024; making a total of $487,007 which are utterly useless in a receiver's hands. There is about $47,000 in the

assets which any practical underwriter would throw out if the company is not to go on, (furniture, agents' balances and bills receivable) leaving $700,000, with which to satisfy liabilities of $2,070,000. A portion of these liabilities are secured by collateral and will have to be paid in full. If these should reach $170,000, it would reduce the assets to $530,000, and the liabilities to $1,900,000. But the commissioner's attorneys told the court that the present condition of the company is much worse than this, and intimate that the assets are still further depleted. Suppose we say $100,000, (by the lugubrious countenances of the counsel we should say they thought it to be at least $300,000,) there would only be left $430,000 to administer upon. Expenses of receivership, legal fees, and the inevitable shrinkage of property values consequent upon a forced sale would make a hole in this less than half a million, and the remnant would probably come to this policy-holder and others after five or ten years] of patient waiting. But before that time he would have wasted the amount in postage, writing to the receiver about the prospect for dividends, and would be willing to hire some one to kick him for the folly of thinking that the way to get his money out of a life insurance company was through the appointment of a receiver.

OUR assessment friends are constantly jointing with pride to the English Friendly Societies as the progenitors of their own system, and yet we doubt if any advocate of the assessment plans will discover the fact stated in the Blue Book and commented upon by the London *Economist*, "that out of 798 societies whose valuations are published, 622 have been shown to be insolvent." The intelligent reader however, does not need to be told that our assessment companies have nothing in common with the English Friendly Societies except ignorance. The *Economist* says:

> Many of the societies sinned through ignorance. They did not know that their tables were constructed on a wrong basis, and even in the present return it is the rule, rather than the exception, to find this note appended to the valuation :—"The society's experience does not appear to have been compared with the tables used." In other words, the societies have been working on a rule-of-thumb system, and laboring apparently under the delusion that so long as they were able to meet the demands of the moment they were safe. For such a misconception of their position there is, however, no longer any excuse. The valuations they have been compelled to make have shown them how they really stand, and the one question now is, whether they are prepared, or if not willing, whether they should be compelled, to put themselves in a position to act up to their engagements.

The delusion that so long as they could meet the demands of the moment they were safe, is a delusion which underlies the assessment business in the United States. A few of the assessment companies are trying to get out of this slough of inevitable failure by accumulating a reserve, but that reserve is secured under a rule-of thumb, and may in the end be found as insufficient as the friendly societies' accumulations for the purposes desired. The assessment companies, though, have advantages not possessed by the English corporations ; they make no limit to the number of assessments and they promise no insurance. And so they hope to prolong life by plundering both the living and the dead. They are not up to that in England.

THERE is one insurance editor who is nothing if not critical, and he lives in Philadelphia, and presides over the columns of the *American Exchange and Review*. We are very glad that there is such a man on the insurance press, and glad that instead of contenting himself with the perfunctory "notice" which so many of us content ourselves with, he criticises. The supplement to THE WEEKLY UNDERWRITER of November 12, engages his attention, and in about a column and a half we get some very fair hits, and some hits which are not so fair. Of the latter we quote :

> The life privileges of the company's charter [Insurance Company of North America] seem to have been very moderately taken advantage of. A committee consisting of Messrs. Fitzsimmons, Ball and McMutrie was appointed, January, 1794, "to consider a policy for insuring persons against capture by the Algerines, etc."
>
> The ransom policies were not life policies, but just the reverse; death discharged the insurer.

We do not think there is anything in the above text which would imply that we have confounded ransom policies with life insurance, If there is it is due to infelicity of expression rather than to ignorance. Our reviewer says that we are in error in the statement that the first policy of insurance was written in the old London Coffee House. That is true ; we meant fire insurance, and should not have left the word "fire" to be inferred had we supposed that our critical contemporary would fall foul of it. We have not done justice to Mr. Bancker (no one could in the brief space allotted to the Franklin), and there are several minor errors and omissions of which we are guilty, before we come to Stephen Girard, who, our critic says, did not take any interest in the promotion of any fire insurance company. Unless we are misinformed he was a stockholder in the Union, and therefore may be fairly said to have taken a substantial interest in the company. On the whole we are surprised that our contemporary has not found more errors. We could have helped in this matter. Perhaps, though, the shortness of the list is due to the weariness of the reviewer rather than to the excellence of the work. We can only express our thankfulness that there is at least one journalist who accepts the duty of rapping careless writers over the knuckles. If there were more such we should all—including the editor of the *Review*, do better work.

The Folly of Receiverships.

THERE seems to us to be no more opportune theme for the pen of an insurance editor at this time than that of receiverships in life insurance. To those who conclude their discussion of this or any other question with the conclusions of the statute law, who believe that the "be it enacted" of a legislature is the sum and end of human wisdom, such a discussion is profitless, because in a number of our states the statute is clear and unmistakable. Under certain conditions receivers are to be appointed, the life insurance company is to be wound up, its charter abrogated, and its assets distributed in accordance with certain provisions in the act.

It would be difficult to conceive of anything more unjust and inequitable than the distribution provided by the statutes, or of any greater folly than to thus terminate the existence of a life insurance company.

The injustice lies in the fact that the law compels the receiver to make the distribution of the assets upon the principles which govern the settlement of insolvent estates. There the only consideration which enters into the settlement is a mercantile one. The claim is one which can be correctly measured in dollars and cents, and easily adjusted.

The nature of a life insurance contract is entirely

different. There is no equality between the creditors of a life insurance company except when they join the company. From that date their several interests in the funds of the company begin to diverge. At the end of ten or twenty years that interest is represented, not by the amount of their several contributions to the funds, but by the nearness of the time when their several deaths will mature their claims upon these funds. The man lying on his death bed has clearly a greater interest in these funds than the man who is still in robust health. The man who has but a year to live has a larger equitable claim than the one who will live for twenty or thirty years. The event to which all have contributed and to which the funds are pledged has arrived for the one, but the other has, by the terms of his agreement to contribute still, for years.

Let us say that to-day a receiver is appointed for a life insurance company. The heirs of the man who died yesterday have a claim for a thousand dollars, but the heirs of the one who dies to morrow may not claim more than twenty-dollars under the law of life insurance receiverships as it stands to-day, while the man who is still in health may file his claim for hundreds.

There is still another inequality. In some cases—not so frequent now as they used to be—almost the entire claim of many policy-holders is invested by the company in the claimants own notes. A has paid all his premiums in cash, while B has given his notes to the full amount of the reserve, for his premiums. These notes have been held by the courts to be uncollectible. In the appointment of a receiver, therefore, B has the advantage of A, if they are equal in all other respects, as he gets the face of his claim in his own notes returned or cancelled, while A gets such percentage of his claim as the estate will pay in cash.

It seems to us that the common sense way of ending a life insurance company is to let it die a natural death. If a receiver is to be appointed—and such a course may be necessary in cases where the management is dishonest or extravagant—the receiver should have no power to destroy the very thing for which the corporation exists, the insurance of the lives of its members. He should care for the assets and fulfil existing contracts so far as might be possible.

The benefits of life insurance are for the heirs of those who die rather than for those who live long. The well ones can get out and go elsewhere if they want to do so, but those who cannot go elsewhere should be taken care of so long as anything remains with which to pay them. An insurance company is organized to pay losses, but by the provisions of our irrational laws, when it meets with a loss we stop its functions and treat it like a bank of deposit, putting in a receiver to distribute its assets not in accordance with the contracts under which they were accumulated, but in accordance with an inequitable and foolish statute.

The Great American Game of Bluff.

WHETHER this game has lately been applied to the fire indemnity market of New York city is a subject that appears to us open to discussion ; and although many wise heads may shake under the profound assertion that the present war of rates is a battle of intellect versus intellect on the part of the officers of the competing companies, we cannot escape the conviction that the brokers are having so much to do with it, that insurance companies are being led by their noses through paths that, to save his soul, no fire underwriter would ever have laid out as a road to anything but ruin.

The owners of property and the sellers of indemnity are the two factors, one would naturally suppose, that would appear in the problems concerning the value of insurance. But such is not the case ; neither has practically anything to do with the making of rates. The brokers come in at this point, and let us see what they do. In the first place they disturb every vestige of equilibrium in rates. By a very unwise fostering of brokerage as an institution some years ago they were enabled to depreciate the rates on dwelling houses to twelve cents for three years. This state of things became unbearable ; a combination of companies was effected and the rate on this same class of property jumped suddenly to eighteen cents for one year. All this time, however, brokers were cajoled and petted, asked to perjure themselves by promises that they would not look to the interests of economy for their clients and were given illogitimate commissions under the guise of solicitorships and the like as bribes for their business at high rates. Of course, that couldn't last and here we are, with everything at sixes and sevens and rates lower than they ever were heard of before. Dwelling houses may now be quoted as firm at eight to ten cents for three years.

Now what under the sun does all this mean ? Is there no such thing as a law of average ? Does nobody know what a hundred dollars worth of dwelling house insurance is worth ? Can insurance companies have had the presumption to charge sixteen cents for term on dwellings and forty cents a year on storage all these years, and have they had the shrewdness to keep it a secret that the true values of these commodities were less than half the sums charged ? Or is everybody selling indemnity at less than cost price ? If so, why ? For this last question a ready answer may be found. It is : the brokers won't pay any more. But this is in reality no valid answer.

Brokers do not produce property to be insured ; therefore they do not materially affect the demand for it. They can only increase it to a limited extent by "drumming up" insurance. Neither producing nor consuming, they rule the market with an iron hand, they intimidate companies into following their dictates no matter whether they lead to ruin or not. There is then, a band of men, with neither capital nor interest (save what they can make out of commissions from the companies), who have, after endless scraping together, succeeded in starting a little insurance company which they call their own. And behold what a golden calf has been made of it ! Try and put aside this superstition and remember that property still remains to be insured, just as it used to be.

The only difference between the Tariff Association and the Brokers Board is that the one makes its troubles public and the other keeps them quiet. The brokers are no doubt quarrelling among themselves already. They don't all love each other any more than underwriters do, and the tie that binds them together is, after all, only a slender thread. Of course, when underwriters undertake to do a little scientific work and issue large policies on protected risks at rates that admit of only a small commission, they will object violently

and the president of their company will indignantly wash his hands of all guilt in the affair ; but that doesn't make it worth while to despair. Keep up courage, and one of these days you may be able to approach a little nearer to the assured, even if you do have to go over the corpses of brokers who can't live on less than forty per cent. Desist from giving them nearly half your income and they will be sure to disagree among themselves as to which of their number shall find some other employment. As soon as they have one good, old-fashioned row, the game is up with the Brokers' Board ; then you will have less cause to worry. It is well to remember that the premiums come from the assured, indemnity is granted to the assured and it is the assured to whom the bargains should be offered.

Facts and Opinions.

We gave last week the summary of the findings of the Connecticut insurance commissioner in the case of the Continental Life insurance company, of Hartford. On Saturday of last week, counsel for the company appeared before Judge Carpenter, and asked for a postponement to enable them to prepare their defense. They also asked for a modification of the injunction restraining the company officers from paying out any money, so that the clerks in the office could be paid and counsel could be retained to defend the interests of the company.

The counsel for the commissioner made no objection to a postponement, and agreed that the clerks at work should be paid, but objected to the employment of counsel, or at least to leaving the company liable for their payment.

The hearing was adjourned until Thursday of next week, the company was permitted to pay clerks, but not to employ counsel, although an order was granted to pay legal fees in some contested cases which were coming to trial.

On Monday of this week, at the complaint of the insurance commissioner the secretary, Mr. Beecher, was arrested, charged with swearing to a false statement of the condition of the company, and the head bookkeeper was also arrested, on the charge of making false entries on the books. Both were at once liberated on bail.

Meantime the intelligent reporters of the Hartford and New York papers have been trying the case in the newspapers, and have, we believe, appointed a receiver for the company, have transported ex-president Parsons to Canada, and convicted the secretary and bookkeeper. Mr. Fyler appears to have made a *prima facie* case for the newspapers, and to have won it without an effort. What he will do before the courts can better be told *after* the trial.

The Boston Heating Company has laid pipes in the principal streets in the business part of that city and are about prepared to supply heat by means of super-heated water. The question came before the Boston Board of Fire Underwriters as to whether the hazard on fire risks would be increased by the use of the company's system. In order to become satisfied as to the degree of danger, the company was requested to explain the workings of its system before the board. This was done at the regular meeting on December 13, by Chief Engineer Abbott, before some fifty members of the board. Models were shown, and the explanation lasted two hours. Prof. Peabody of the Institute of Technology was engaged by the board to listen to the remarks of Engineer Abbott, and to return a report upon it to the executive committee, which will in turn report to the full board. The opinion of those who were present seemed to be that the system is satisfactory, but that it will need supervision as with electric lights.

We take pleasure in recording the early death of one of the newest of the British wild-cats, and spread the news for the discomfort of the American swindlers who are dealing in the policies of fraudulent foreign insurance companies. The London *Commercial World* says :

> The career of the "Property Insurance Company, Limited," has been brought to an abrupt conclusion after having been in existence only since the 29th of September last. Registered on that date with a nominal capital of £2,000, in £1 shares, and with some elaborate directions as to the qualifications of directors embodied in the articles of association (which are amusing to read in the light of subsequent events), the company lost no time in proceeding to the business of collecting premiums. Unfortunately, however, as regards the company's continuance, its promoters, perhaps on the ground of economy, omitted to supply themselves with a stock of policies or maybe the business done was so extensive that the stock quickly ran out. Any how, a gentleman named Snow paid to the company's representatives, Stephen Corbett and Bryan Kennedy, the sum of 19s, and was so annoyed at not getting his policy, that he went to the address of the "Head Office" of the company. Here it was discovered that the company rented no rooms, but in consideration for a trifle the housekeeper took in the letters which were handed to Messrs Corbett and Kennedy when they called for them. The matter was thereupon placed in the hands of the police, who arrested Corbett and Kennedy on a warrant, and who, as will be seen from what appears elsewhere in this issue, were charged with fraud at Clerkenwell police court on the 19th ult., and remanded, the police stating that numerous cases would be proved against them in connection with this and other companies. The Property Insurance Company, it was affirmed, was purely a bogus concern, got up for purposes of fraud, and it is a matter for congratulation that it has so soon been run to earth.

The insurance department of Massachusetts has issued a circular to fire insurance companies doing business in that state, in reference to the time of filing annual statements, which, the commissioner says, may be extended by his consent, for cause. The following is his circular :

> While it is very desirable that the annual report of the transactions and standing of the companies should be given to the public at the earliest practicable date it is of still greater importance that when such publication is made, it shall be a correct exhibit of the whole of the year's business and the actual condition of the companies at its close. This cannot be attained if companies, for the sake of getting out statements earlier than accuracy will justify, fall into the habit of estimating important items, or of closing their books for an earlier date than that for which the law requires the statement to be made. It is well understood that companies having agencies scattered through many states cannot get in returns from all their agents of the complete year's business, have them recorded and balanced, and complied into the statement form much within the fifteen days named in the law as the time when due at the department, and, as a fact, considerably more time in many cases is needed for a proper and correct completion of the return. The law regards this in giving the commissioner discretion to extend the time when necessary. The commissioner wishes, therefore, thus early to notify all companies intending to make returns to this department, that he desires the statement made on the form sent out by him for that purpose; that every item specified be filled in accordance with its plain intent; that the statement shall represent the transactions of the whole calendar year, and condition on its last day; and that if any company finds before the 15th day of January that it cannot complete the statement as above by that date, it shall notify the department to that effect, with request for extension of time, which request shall be granted if found reasonable.

The official announcement was made this week that the Mechanics' Fire of Brooklyn, whose determination to get out of the insurance business was published in our columns last Saturday, struck a bargain with the Alliance of New York, which took all its outstanding risks and then re-insured them in the Commercial Union of London, excepting the Brooklyn business and that of the New York up-town branch, which the Alliance retained. Under this arrangement Presi-

dent Mott of the Mechanics' Fire was provided for. He was given the Brooklyn branch managership of the Alliance. It does not appear that Mr. Nichols, the ancient secretary, was taken care of. The Mechanics' Fire was started in 1857 by a number of Brooklyn business men. John H. Baker, an indifferent underwriter, was for a long time its president. He was succeeded by Mr. Oakley, formerly of the Continental, who did not make money for the company and Mr. Mott, who came after him, was not more successful.

THE conviction of an embezzler through the efforts of the American Surety Company, which had suffered on his account, is told in the following despatch from Pocatello, Idaho :

George Alden Bennett was a messenger in the employ of the Pacific Express Company, Salt Lake division, and was bonded by the American Surety Company of New York. He took it into his head that he could steal successfully, and about August 13 last embezzled a money package of $10,000. Superintendent Gentsch of the express company moved quickly and caused the arrest of Bennett, and succeeded in recovering about $8,100 of the stolen money. The American Surety Company having been notified, promptly paid its liability, and forthwith detailed two of its inspectors, A. T. Lawrence, of Denver, Col., and W. B. Green, of Pocatello, Idaho, who, in conjunction with Superintendent Gentsch, made a case for prosecution which could not be defeated. Bennett, with the assistance of able counsel, fought a desperate battle, but the Surety and express companies met every move, sparing neither time nor expense to secure his punishment. He was indicted, arraigned, and pleaded not guilty on October last, at Blackfoot, Idaho. The trial, at the same place, occupied about three days, and resulted in his conviction November 19, and on December 6 he was sentenced to imprisonment in the penitentiary at Boise City, Idaho, for the period of ten years.

BY what the *Spectator* admits of Lumbert, the secretary of the Old People's assessment company, of Elkhart, Ind., it appears that he is an unconscionable scoundrel and there is no sense in dignifying him with the title of "Mr." or applying so mild a term to his statements as "reckless." The *Spectator* says :

Mr. Lumbert, secretary of the company, wrote several lengthy letters to explain that the policy issued, as shown by *Insurance*, was the work of an inexperienced clerk, and in violation of instructions and the usual practices of the company. We have received information to the effect that so far from its being an exception, agents were instructed to do just this kind of business ; to sign the names of the applicants for insurance, and also to write in the fictitious name of a medical examiner. We are also informed that it was a common practice in the West, under instructions from the home office, for agents to thus fill up the applications upon the lives of old persons in Europe, who had never even seen this country, signing their names to the application and also the name of a fictitious medical examiner. There being a very large German and Norwegian population in the West, the agents were enabled to do an extensive business in this way. Foreigners resident in this country took insurance by this means upon the lives of their old parents or acquaintances at home.

THE *Nautical Magazine* declares on the authority of Dr. Dupre an English government expert that the theory of spontaneous combustion in cotton cargoes is "baseless." This expert "examined some of the cotton which mainly formed the City of Montreal's cargo, and after careful experiment concludes that American cotton contains only seven-tenths of one per cent. of oily matter, and that this is so diffused, that even if the oil were oxidized, it would not raise the temperature to anything like the height necessary to cause combustion. The temperature at which burning takes place is usually considered to be 1,000 degrees Fahrenheit. Dr. Dupre's opinion is that even if a bale of cotton were placed on one of the boilers it would not take fire." Now let the other side speak up.

OWING to a defective insurance law the graveyard co-operatives move into Indiana when they are driven out of the states of their birth, and the Indiana insurance department is unable to expel the intruders, who comply with the law by simply filing a bond given by the company treasurer ; that worthy, of course, being in many cases wholly worthless. The state auditor is so overwhelmed with complaints and inquiries about the wild-cat co-operatives that he has been forced to print a postal card for distribution, in which he states that the blank company asked about has complied with the law of the state by filing a treasurer's bond, which is not accompanied by any deposit of money or securities and cannot be considered as any security to policy or certificate holders or their beneficiaries.

A SCIENTIFIC education is provided for insurance clerks in Paris. The London *Insurance Post* says :

Paris now has not only its Institut des Assurances for the instruction of the clerks employed in the insurance offices, but, through the instrumentality of M. Georges Hamon, the editor of *L'Assurance Moderne*, a series of lectures upon all kinds of insurance are given before the scholars of the Institut Commercial de Paris. They were commenced last year, and this year M. Hamon has induced the insurance companies to help him with funds, and now there are to be two insurance scholarships in connection with the Commercial Institute above named. Competitive examinations in insurance subjects will be held, and the scholarships will be awarded by preference to those—if there are more than two successful candidates—who are sons of insurance employes. M. Hamon points out, and very properly too, that boys who will be the shipowners, manufacturers, and commercial men of the future should be taught beforehand elementary principles of marine, fire, accident and life insurance, and of the jurisprudence of the subject.

THE office force of the *Insurance Monitor* has been engaged for some time in collecting and indexing the fires which have occurred in the city of New York during the past seventeen years. The number of indexed fires to date is 22,784. One great value that this compilation has is that the number of fires that have occurred on each given premises can now be easily ascertained. They run up from doubles and triplets to twelve and fourteen in a single locality, within the time covered by the record. The *Daily Fire Record* published by the Messrs. Hine will hereafter, in reporting city fires, give the particulars of the previous fires at the same street numbers when any have occurred. Such places are good ones for the police to watch and the underwriters, as a rule, to avoid.

THE state auditor of West Virginia has issued the following statement of interest to non-state insurance companies doing or purposing to do business in that state :

You are respectfully notified that the attorney-general of West Virginia has decided that section 30, of chapter 73, passed February 25, 1887, entitled "an act to amend and re-enact section 24, of chapter 54, of the code, and section 30, of chapter 54, of the code of West Virginia, as amended by acts 1,881, chapter 17, and acts 1,882, chapter 97," does not apply to foreign insurance companies transacting the business of insurance in this state. The $50 corporation tax heretofore charged will, in the future, be omitted. Respectfully yours,

P. F. DUFFY, *Auditor*.

THE Dakota territorial auditor announces that he has choked off one of the Dakota wild-cats for insufficiency of capital. It is the Trans-continental Fire and Marine of Mandan. He has revoked the certificate of a District of Columbia wild-cat, the Chesapeake. Mr. Ward's domain is the breeding ground of the worst of the American felines and he should be encouraged.

REFERRING to the street rumors of this week, that the Liberty of New York had re-insured a third of the risks of the Phenix of Brooklyn, Mr. Kennedy, of the Liberty, said

yesterday : "We have urged the Phenix people to re-insure a share of their business in the Liberty, but the Phenix people have proved obdurate. We have repeatedly reminded them of the excellent effect it would have on their business if their net surplus were augmented by getting rid of about a million of their liability for re-insurance reserve for about $750,000 in cash. They feel so strong, however, that I fear they will not accept our proposals."

THE December dinner of the Boston Life Underwriters Association was held at Boston, on Tuesday, the evening being specially devoted to the medical examiners of the various companies. The principal paper read was on "condensation" by Dr. F. N. Whittier, medical examiner for the Massachusetts Mutual Life. The "solicitor" was filled as usual with bright matter, and was read by the editor, Mr. Barnard. Remarks were made by Messrs. Carter, Plummer, Venner and Graham, and Drs. Bundy, Wells and Homans.

ST. AUGUSTINE, FLA., had its second fire large this year, on Thursday. This time the city market, jail, council chamber and a number of stores were burned, with an aggregate loss of $200,000, on which there was $60,000 insurance. Old St. Augustine is giving way, though the intervention of the "fire fiend," to an imitation of the antique for it is announced that "the burned portion of the city will be at once rebuilt in old Spanish and Moorish style."

THE directors of the Pelican insurance company of New Orleans have published a card accusing the president of the company, John McCaffrey, of stealing $10,198.33 of its funds and they announce his dismissal. His successor is C. Doyle. The frauds perpetrated by McCaffrey, according to these directors, have been going on three years. The Pelican is one of the undergrounders.

THE auction sale of the remaining New York city property of the Charter Oak Life, situated at Nos. 444 and 452 Broadway, and Nos. 29 and 34 Howard street, came off, as previously announced, on last Monday. The property being desirable, the bidding was lively and $475,000 was realized for the whole. The result was regarded as satisfactory by the company's receivers.

THE quarterly meeting of the Mutual Insurance Union of Massachusetts was held at Boston, on Wednesday. Thirty companies were represented. The principal topic discussed was that of abolishing the deposit note required of mutual companies. It was stated that the lightning loss for the year was $13,093, or one-third less than last year.

THE total loss of the past eleven months by fire in New Hampshire, according to the tally kept monthly by the Boston *Commercial Bulletin*, was $1,550,470, against $524,855, for the same period of 1886—an increase of $1,025,615 or 300 per cent. The insurance paid on the losses this year foots up $868,314, or a little over fifty per cent.

CHICAGO was visited by a large fire this week, the wholesale boot and shoe house of Phelps, Dodge & Palmer being gutted. The total insurance on building and stock was $608,250. The insurance patrol places the loss at about the same figures as the insurance.

THE unsettled condition of Ireland and the adverse experience of the Fire companies doing business there, say the English papers, are causing many of the companies to close their principal branch offices and to continue business upon very restricted lines only.

THE Mutual Reserve Fund of New York has extended itself with France, and opened "a handsome suite of offices on the Boulevard des Italiens" in Paris.

Personals.

AGENCY APPOINTMENTS.

Continental: Henry McFarlane, Allston, Mass.

Germania Fire of New York: Charles E. Kirby, Fitchburg, Mass.

John Hancock Mutual Life: Walter M. Talbot of Washington, agent for the District of Columbia.

Liberty of New York: C. S. Nichols & Co., Salem, Mass.

Union Central Life: E. M. Thurston of Chattanooga, general agent for East Tennessee.

Mr. Joseph H. Hunneman, the largest manufacturer of fire engines in the United States, died on Wednesday morning at Roxbury, Mass., in the house in which he was born. He was the son of William Hunneman, the original fire engine maker, and was born about seventy-five years ago.

Judge Oscar F. Hewitt, a brother of the late Edgar A. Hewitt, died at New London, Conn., on Wednesday, aged forty-seven years. He has been well-known in New England as a writer on humorous subjects. During a part of his brother's life time he was employed on the *Chronicle*.

Crown Prince Frederick William of Germany holds the life insurance policies of a number of English offices and that is a reason why his precarious condition of health excites concern in still another London circle.

Insurance Commissioner Shandrew of Minnesota was in New York Saturday and Monday, to examine a co-operative applying for admission to his state He left for Washington on Monday evening.

Mr. R. L Fernald, who has been serving the Mechanics Fire of Brooklyn as special agent receives a similar appointment from the Commercial Union of London.

Mr. Edward Hedden, president of the New Jersey Plate Glass insurance company of Newark, died on Friday of last week at his home in that city.

Mr. Henry Hellriegel succeeds the late Mr. Churchyard, as president of the Union insurance company of Buffalo.

Insurance in the Courts.

The New York supreme court, Justice Ingalls, at Albany, this week discharged Henry R. Pierson, as receiver of the North America Life insurance company which was turned over to him in March, 1877. The referee, A. Lansing, who was appointed by the court to examine the receiver's accounts, testified to their accuracy.

The litigation between the Arnot estate of Elmira, N. Y., and the Continental, Phenix, Manufacturers and Builders and other New York fire insurance companies, which has been in the courts and before referees for several years and involving, among other questions, that of the over insurance of the Arcade building at Elmira, which was burned in February, 1883, has been decided by the referee in favor of the plaintiffs. About $40,000 was involved. The companies can appeal.

The New York court of appeals has decided against the Knickerbocker Fire insurance company in its action brought in the name of the people against the commissioners of assessments of the city of New York. The action was in the

nature of a certiorari, under the laws of 1880, to review the assessment of the relator's stock in 1883 at $400,000, and its personal property at $24,907. The lower courts confirmed the assessment laid, and the court of appeals, in affirming judgment, says that the lower courts should have corrected the assessment if it was erroneous. This was a test case which the Knickerbocker assumed some time ago at the request of a number of other companies.

Miscellany.

Wild-Cat Fire Insurance in the Name of Lloyds' of London.

Considerable underground fire insurance business continues to be done in the United States by persons representing themselves as agents of Lloyds of London, and the high reputation which the institution, as an insurer of marine risks, has always enjoyed, serves to make the business of procuring fire premiums here comparatively easy. It appears, however, by the following article which we take from *Insurance*, of London, that the underwriting of fire risks of which we speak, is done by individual members of Lloyds, who make no deposit with the association as security for liabilities, and that the association is neither legally nor morally responsible for their acts. In other words these speculative members are merely trading without warrant upon the name of Lloyds'. Here is the article:

The name that heads this article is that of what has hitherto enjoyed the reputation of being one of the soundest and best financial corporations in the world. How long it will continue to hold that name of a right, depends on what steps the committee take in dealing with those of its members who are daily dragging its fair name in the dirt. Underwriters in the room are competing with the wildest "wild-cats" for premiums on "specials," especially in America; the latest development is that blank policies are being sent out to agents in America to fill in and issue there. Following is the form of this policy:

"Be it known that——and——of——have paid——shillings per cent., premium or consideration to us, who have hereunto subscribed our names to insure from loss or damage by fire, for the space of twelve calendar months, commencing at four o'clock P.M. on the——day of——188——and ending at four o'clock P. M. at the——day of——188——on stock as below.

"Now know ye, that we the insurers do hereby bind ourselves each for his own part, and not one for another, our heirs, executors and administrators to pay to the said——and——their executors, administrators and assigns, all such partial damage, and loss by fire, not exceeding the sum of——pounds.

"£——on their stock of merchandize, etc., etc.——contained in——and known as——

"Permission is given to make ordinary alterations and repairs, without prejudice to this policy. Other insurance permitted."

(Here follows a description of the property covered, on a slip furnished by the insured or broker, applying for the policy.)

"In witness whereof, we have subscribed our name and sums of money, by us insured.

"Dated at London, this——day of——

"In the event of loss or claim, to follow the settlements of the English and American fire insurance companies; should a higher premium than——shillings per cent. be paid to any assurers on the property hereby insured during the currency of this policy it is hereby agreed that the underwriters hereon shall receive the full benefit of such higher premium.

"£——name of underwriter——by——agent with date of signature."

As Lloyds' is not in any way legally entered to do business in any of the states, they can hardly hope to secure the best agents to issue these underground policies, and the bad reputation already made by their quibling, shuffling, methods of settling, would prevent their securing a line on any of the best risks. Their policies have been taken by many insurers who believed every underwriting member of Lloyds' had to deposit £5,000 with the committee as security for liabilities he might incur. Now, as we have before pointed out, not by any means all the members have made any deposit, and where they have, it is not in any way liable to attachment for fire losses, and is therefore not the slightest security to fire policy-holders, who have simply to trust to the word of the individual underwriter. An instance of the way they treat losses may yet probably see the light through the law-courts; a risk written in the room burned before the delivery of the policy, some of the underwriters who had signed it paid, but others have refused to pay, and also decline to give any definite reasons for not doing so. Considering the members who undertake fire risks all told do not make one-twentieth of the total membership, one would think, for the sake of the reputation of the room, the reputation that has hitherto stood so high,—that has been for over a century without a tarnish, prevent this insignificant minority from carrying on their amateur fire business. The failure of Mr. Henry Rawlins, one of the most prominent members, during the last month, and the circumstances surrounding his suspension cannot fail to have a very unfortunate influence with insurers. Mr. Rawlins was not only a "leader" of Lloyds', but probably transacted the largest underwriting business there, and "was an old and respected member," yet he employed the premiums entrusted to him in Stock Exchange gambling, that eventually saddled him with a loss of £60,000. He wrote for seven names besides his own. It is said that he was one of a syndicate composed of members of Lloyds' for speculating on the Stock Exchange, and naturally some anxiety is felt as to the position of the other member operating in this. Taking all things into consideration, we would say emphatically to the committee that it is time they commenced to put their house in order, and they would best begin this by insisting on every member making the deposit of £5,000, and forbidding the transaction of any other business in the rooms, or under the shelter of the grand old name of "Lloyds'," but that of legitimate marine underwriting.

A New Form of Insurance.

The London *Economist* has the following notice of a new insurance scheme, already alluded to in our columns:

The secretary of the Northern Accident insurance company informs us that, in view of the recent robbery of bonds in the city, the directors of that institution have decided to issue policies guaranteeing city firms against loss of valuable securities in transit from one office to another, the premium charged being one-half per cent., per annum on the value declared for insurance. This is a form of insurance that has been occasionally effected at Lloyd's, where "sporting" risks have always been in favor. It is, however, a new feature in the scheme of an ordinary insurance office, and it will be interesting to watch how it is received. There are obviously several difficulties against which it will have to contend. The first is, that unless it becomes general, the office undertaking it must be prepared to run very heavy risks. It cannot, as in ordinary insurance business, distribute the risk by re-insuring with other offices, because there are no other offices doing that class of business. And if it has itself to bear the whole risk, it may be called upon at any time to meet claims which, unless it has very large accumulated funds, would cripple it greatly. Another difficulty is, that the field for this class of insurance is necessarily very limited, and hardly gives scope for the effective operation of the law of averages upon which ordinary insurance is founded And finally, there is the third difficulty, that the Stock Exchange is a little community in itself. If there is any loss of bonds in transit, everyone of them knows of it, and there can be no loss which they will not know of; and as a consequence of this, if losses are found to be light in comparison with the premiums paid, the disposition will be to drop the policies. We are not mentioning these difficulties for the purpose of decrying the new scheme. On the contrary, we should like to see it tried and prove successful; but it is well that the conditions under which the trial must be made should be clearly understood.

Special Notices.

THE HAMBURG-BREMEN FIRE INSURANCE COMPANY, of Hamburg, Germany, is the oldest German Fire Insurance Company in the United States.—Total losses paid in the United States exceed $5,000,000.

Applications for agencies should be addressed to the U. S. Branch Office, 62 and 64 Cedar street, New York.

THE WASHINGTON LIFE INSURANCE COMPANY OF NEW YORK, is a desirable Company for both the man who wants good insurance and the agent who would do conscientious work in his calling

By a wisely conservative and judiciously progressive management, sound and increasing assets, a carefully gathered experience, gleaned during a satisfactory career covering a quarter of a century, the Company is enabled to maintain the advanced position it has always held in the popular methods employed for the protection of the insured.

The following salient features of The Washington commend the Company to the public:

1st. Dividends annually at the end of the first and each succeeding year.

2d. The dividends of the Washington may be applied to the payment of the premium.

3d. If not so applied, they purchase additional insurance.

4th. If used to purchase additional insurance, they are reconvertible into cash for their original amount.

5th. If the premium be unpaid when due, the whole of the cash dividend to the credit of a policy is applied to continue the insurance for the full amount, as so much premium until exhausted.

6th. The fact that a policy has dividends at its credit is authority for this Company, by virtue of the policy contract, to apply their full cash value to the payment of premiums without written directions from the party insured.

7th. A policy in the Washington while held by dividends may be continued without medical re-examination, by payment of the balance of the premium due.

8th. The cash value of accumulated dividends will be paid on demand, provided premiums are paid to date.

FIRE INSURANCE SOLICITORS AND AGENTS in New York city and vicinity having opportunities for placing Life insurance will benefit themselves and their patrons by communicating with OTTO J. SEELAUS, Room 294, Stewart Building New York City.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,
Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual. and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.

WM. R. PLUNKETT, President.
JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.
Agencies in all the principal Cities of the United States.

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,453 52
Surplus	1,227,426 40
Total January 1, 1887	$2,710,881 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

QUEEN

INSURANCE COMPANY.

THE UNITED FIRE RE-INSURANCE Co.
LIMITED
OF MANCHESTER, ENGLAND.

UNITED STATES BRANCH: - 28 to 40 NASSAU ST., NEW YORK
WILLIAM WOOD, Manager.

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel EDWARD S. JOHNSON, Secretary.

Phenix Insurance Company,

OF BROOKLYN, NEW YORK.

Insures against loss by Fire, Lightning, Wind Storms, Tornadoes Cyclones and Farm Property

WESTERN DEPARTMENT.

THOMAS R. BURCH, Gen'l Agent, - Phenix Building, CHICAGO, ILL.

EASTERN DEPARTMENT AND MIDDLE STATES.

JONATHAN W. BARLEY, Gen'l Agent, - - - NEW YORK CITY

Office in the City of New York,
WESTERN UNION BUILDING,
Broadway, Cor. Dey St.

STEPHEN CROWELL, Pres't. PHILANDER SHAW, Secretary
GEORGE INGRAHAM, 2d Vice-President.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 82
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT, Sec'y.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,086 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A. SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500,000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

A Death Rate so Low as probably to be Unprecedented in the History of Life Underwriting.

THE

Provident Life and Trust Co.

OF PHILADELPHIA.

Assets	$11,904,526 90
Surplus	2,536,606 43
Insurance in Force	51,000,000 00

In form of Policy; prompt settlement of Death Losses; equitable dealing with Policy-holders; in strength of Organization, and in everything which contributes to the security and Cheapness of Life Insurance, *THIS COMPANY STANDS UNRIVALED.*

The Fidelity & Casualty Co.,

OF NEW YORK.

Nos. 214-216 BROADWAY.

CAPITAL, $250,000. ASSETS OVER $600,000.

Issues Surety Bonds guaranteeing the fidelity of persons in positions of trust, such as Employes of Railroads, Banks, etc., also Administrators, Guardians, etc.

Issues Accident Policies, containing all modern features, at lower rates than those usually charged.

Also Plate Glass and Boiler Policies of approved forms and at low rates.

AGENTS WILL APPRECIATE THE ADVANTAGE OF DEALING WITH A COMPANY WHICH DOES MORE THAN ONE LINE OF BUSINESS.

OFFICERS.

WM. M. RICHARDS, President. GEO. F. SEWARD, Vice-President.
JOHN M. CRANE, Secretary. ROB'T J. HILLAS, Ass't Secretary.

DIRECTORS.

GEO. S. COE,	Pres. American Exchange Nat. Bank.
J. S. T. STRANAHAN,	Pres. Atlantic Dock Co.
A. E. ORR,	Of David Dows & Co.
G. G. WILLIAMS,	Pres. Chemical National Bank.
A. B. HULL,	Retired Merchant
H. A. HURLBUT,	Pres. of Commissioners of Emigration.
J. D. VERMILYE,	Pres. Merchants Nat. Bank.
JOHN I. RIKER,	Of J. L. & D. S. Riker.
A. S. BARNES,	Of A. S. Barnes & Co.
J. G. MCCULLOUGH,	Pres. Panama Railway Co.
T. S. MOORE,	Of Moore, Low & Wallace.
WM. M. RICHARDS,	President.
GEO. F. SEWARD,	Vice-President.

ACCIDENT INSURANCE OF ALL KINDS.

THE

Employers' Liability Assurance

CORPORATION, LIMITED, OF LONDON.

Paid-up Capital,	$500,000 00
Deposited with Insurance Department of N. Y.,	100,000 00

TRUSTEES FOR THE UNITED STATES.

OLIVER W. PEABODY, Esq., Kidder, Peabody & Co., Boston.
CHAUNCEY M. DEPEW, Esq., President N. Y. C. & H. R. R. R. Co.
SAMUEL SLOAN, Esq., President Del. Lack. & West. R. R. Co.
WM. A. FRENCH, Esq., Mass. Nat. Bank; Abram French & Co., Boston; French, Potter & Wilson, Chicago.
HON. JOHN LOWELL, Boston.

ENDICOTT & MACOMBER, UNITED STATES MANAGERS,
71 Kilby Street, Boston, Mass.

General Accident Policies provide for payment of principal sum insured on death or loss of two eyes, or two hands, or two feet, or one foot and one hand: for payment of half such sum on loss of one hand or one foot, and for weekly indemnity on temporary disablement. Benefits greater and cost less than those of other companies.

Agents for New York State, PELL, WALLACK & CO.,
53 WILLIAM STREET, NEW YORK.

BONDS OF SURETYSHIP.

THE

GUARANTEE

CO. OF NORTH AMERICA.

Head Office: 157 St. James St, Montreal.

The OLDEST and LARGEST in America.

President—HON. JAMES FERRIER, Senator.
Vice-President—SIR ALEXANDER T. GALT.
Managing Director—EDWARD RAWLINGS.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

D. J. TOMPKINS, Secretary.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values), January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,974,809 21
Surplus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

Lancashire Insurance Company,

OF MANCHESTER, ENGLAND.

ESTABLISHED 1852.

BOARD OF TRUSTEES FOR THE UNITED STATES

DONALD MACKAY of Vermilye & Co., CORNELIUS N. BLISS of Bliss, Fabyan & Co., and HORACE J. FAIRCHILD of H. B. Claflin & Co.

MANAGEMENT STAFF IN THE UNITED STATES

Manager for United States..EDWARD LITCHFIELD 40-42 Pine St., N. Y.
GEORGE PRITCHARD.....Sub-Manager.

GENERAL AGENTS.

W. G. FERGUSON	Chicago.
H. K. LINDSEY	Cincinnati.
E. W. CARPENTER	San Francisco.
HUTSON LEE	Charleston, S. C.
S. O. COTTON & BRO	Houston, Texas.

GEORGE STEWART, Gen'l Manager of the Company, Manchester, Eng.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320.17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses. [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual Life Insurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

ARTHUR L. BATES, - - - - - Secretary.
J. FRANK LANG, - - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: {1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,551,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE, Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn N.Y.

THE WEEKLY UNDERWRITER

IS UNIVERSALLY CONCEDED TO BE

The Best Insurance Newspaper

EVER PUBLISHED

IN THE UNITED STATES.

WHAT OUR CONTEMPORARIES HAVE HAD TO SAY ABOUT THE SUPPLEMENTS:

The enterprising WEEKLY UNDERWRITER of New York and Hartford, presents its subscribers with a supplement of sixteen pages, giving brief sketches of the Hartford insurance companies, and nearly every page contains several very fine portraits illustrating the officers. It does great credit to the publishers.—*Firemen's Herald.*

We have received a copy of THE WEEKLY UNDERWRITER SUPPLEMENT, which contains the portraits and sketches of a number of prominent New York fire insurance men. On the front page is a picture of John Pintard, the first underwriter of the Empire State, who died in the year 1844.—*United States Review.*

Our enterprising contemporary, THE WEEKLY UNDERWRITER, in a recent issue published an illustrated supplement of Hartford fire underwriters, which has been very favorably commented upon. The portraits of the officers of the Hartford companies are well executed, and are pronounced by all who know the subjects of illustration as very lifelike.—*Indicator.*

Good for THE WEEKLY UNDERWRITER! Its recent issue, containing portraits and biographies of Hartford insurance men, was both enterprising and interesting. Give us some more of this, Brother Hayden. Such matter is worth a cord of legislative doings and dry editorials. Why not try the same thing on about 300 New York insurance men who are panting for just this kind of fame?—*Age.*

THE WEEKLY UNDERWRITER with its issue of January 14th, sends out a supplement of sixteen pages, containing brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. It may be said of these pictures that none of them are caricatures (as too often turns out to be the case in such ventures), and most of them are really good likenesses and recognizable. Those of Presidents Hendee, Batterson, Howard, Russell, and Allen, are specially so. No doubt others are equally good. But, somehow, President Chase's picture lacks his usual genial smile, and President Whiting's is too old and lachrymose to claim fidelity to nature. But, taken altogether, the picture gallery is a good one and does credit to the enterprise which has gotton it up. A similar undertaking, as regards New York insurance men, would be vastly acceptable.—*Review.*

Despite its occasional blunders and an evident belief that "it knows it all," THE WEEKLY UNDERWRITER sometimes shows a laudable spirit of enterprise. A good illustration of this was the supplement recently issued by it, containing the portraits of no less than thirty New York fire underwriters, together with a brief biographical sketch of each. To the man interested in fire insurance, such information is valuable and worthy of preservation. We do not see any offer of frames and glass in connection with such portraits however, and so while THE UNDERWRITER takes the lead in number of portraits, the *Insurance Times* is still a little ahead in finished work. Hoping that our esteemed contemporary may not feel too much puffed up with the praises it has already received, we join in congratulations and trust that it may live long to continue in its good work.—*Insurance World.*

Our enterprising contemporary, THE WEEKLY UNDERWRITER, presented its readers last week with a sixteen-page supplement, descriptive of Hartford as an insurance center, and embellished with finely executed portraits of thirty-eight Hartford underwriters. We agree with our neighbor "that there is something of considerable importance in insurance which does not appear in the annual statements or in the general advertisements of insurance companies. It is something which is not reducible to figures, and which, when found in print, is sometimes thought to be a sign of egotism, but still something without which assets and charters and age and historic association are a delusion and a snare. It is the character, the business and social standing of the men who conduct the companies they are in charge of." We approve and enjoy such publications as THE WEEKLY UNDERWRITER made last Saturday. The brains and lives behind the operations and accumulations of insurance companies, are interesting to every student of the business. The work is grand; let us see and know the workers.—*Chronicle*

LE SUPPLEMENT DU WEEKLY UNDERWRITER.—Notre confrère de Hartford, le WEEKLY UNDERWRITER, a publié un supplément a son numéro de janvier, qui donne les portraits de tous les assureurs de Hartford.

C'est d'abord le président, le secrétaire et le secrétaire-adjoint de l'*Hartford Fire insurance company;* puis les mêmes fonctionnaires pour l'*Ætna*, pour le *Phœnix*, pour le *Connecticut Fire*, pour le *National Fire*, pour l'*Orient Fire.*

Viennent ensuite les portraits des présidents, secrétaires et actuaires des compagnies-vie, *Connecticut Mutual Life, Ætna Life, Phœnix Mutual Life, Travelers Insurance, Connecticut General Life.* Le président et le secrétaire de l'*Hartford Steam-boiler Inspection and Insurance* terminent la série des portraits.

Au-dessous de chacun d'eux est placée une courte biographie qui fait connaître, aussi bien que possible, chacun des assureurs. C'est là une œuvre originale qui pourrait tenter un journal d'assurances de Paris.—*L'Argus of Paris.*

THE WEEKLY UNDERWRITER of May 28th, ult., again treated its constituents to a pleasant surprise in the shape of an illustrated supplement, containing sketches and portraits of prominent New York fire underwriters, headed by a fine engraving and biographical sketch of John Pintard, who organized the first fire insurance company in New York, and was, in many respects, a remarkable man.—*Standard.*

THE WEEKLY UNDERWRITER sends out a supplement of sixteen pages, containing brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. The sketches are very interesting, and the portraits are gotten up in good style. If they are "true to nature," we think they must have chosen the best looking men in Hartford for officers of their insurance companies.—*Cincinnati Price Current.*

THE WEEKLY UNDERWRITER SUPPLEMENT for January 15th, is a notable issue, devoted to Hartford and Hartford insurance men, of whom it contains no less than thirty-eight portraits, and brief biographical sketches, and the title page is adorned with a heliotype print of that most beautiful piece of masonry, the memorial arch which forms one of the gateways to Bushnell Park. This supplement is as valuable and useful a contribution to the higher grade of insurance publications as it is unusual.—*Monitor.*

THE WEEKLY UNDERWRITER of 28th inst., has a supplement containing sketches of the leading fire insurance companies of New York, with portraits and biographical notes of thirty-two fire insurance notabilities of Gotham. On the first page is the portrait of the first New York fire underwriter, John Pintard, the organizer and first secretary of the Mutual Assurance Company (fire) of New York. The whole work is nicely done; and, need we add, that among illustrated insurance journals, THE WEEKLY UNDERWRITER takes the lead and pockets the cake?—*Budget of Toronto.*

THE WEEKLY UNDERWRITER of this city has shown characteristic enterprise in publishing in a supplement to its January number brief sketches of Hartford insurance companies and their officers, together with portraits of the latter. It is a fine piece of work, and will long be remembered to THE UNDERWRITER'S credit. A more energetic and efficient group of men it would be hard to find in any calling. They have done much to build up the great and world-wide reputation our city possesses. Journalistic acumen, it is, of the best sort, for the publishers to select them for a January benefit to subscribers—a dividend that can hardly become exhausted.—*Hartford Post.*

THE WEEKLY UNDERWRITER of the city of New York, seems to have adorned itself with new attire with the commencement of the New Year, and is to be congratulated upon this substantial evidence of prosperity, as well as upon its handsome appearance, which is only equaled by its own intrinsic merits as, what its name indicates, an "underwriter," and an independent one at that. We take further occasion to congratulate THE UNDERWRITER upon its beautiful supplement, containing a brief review of fire underwriting in the city of Hartford with reminiscences and lifelike portraits of thirty-eight of the officers of the several companies in that city of underwriters.—*Insurance and Finance Chronicle of Montreal.*

THE WEEKLY UNDERWRITER,

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H. R. HAYDEN, President. C. A. JENNEY, Secretary.

IT has been quite evident for some days that if there was to be any fight made in the interest of the policy-holders of the Continental Life insurance company against its wreckers, that fight would have to be made by the policy-holders themselves. The stockholders thought that they had sunk all the money in the business that they cared to sink, and the court had refused to allow them to procure counsel at the expense of the company. It was no surprise, therefore, when on Thursday, the company abandoned its case without a struggle. This was done, as we understand by the advice of counsel, not that the company had not a good case, but because it had no money to pay lawyers, and lawyers are human, like the rest of us. And so the Continental disappears from the list of life insurance companies; one more victim to the fostering care of the state, which strangles remorselessly its own children.

THE New York Board of Fire Insurance Brokers some months since organized a fire insurance company, and that company has now begun the process of swallowing other companies just as the brokers of New York have gradually absorbed, as we are told, the great bulk of the fire insurance business of the Metropolitan district. In its circular announcing this act of deglutition the brokers' company congratulates itself and its victim upon the fact that the leading brokers are shareholders in their company, and are in a position to give, and do give to it "the first choice of their business." We do not doubt the fact as stated, but were not prepared for so open an avowal of it. The brokers of New York are a power, certainly, when they not only dictate terms to the underwriters, but openly boast that they are using the insurance companies as "slop-buckets" for their own organization. One has occasionally to mildly wonder how long the real masters of the situation, the underwriters, will permit this condition of affairs to continue as a blot upon their common sense and business sagacity.

IT has been a well known fact that the recent examination of the Clinton disclosed an impairment in its capital, and its re-insurance in the German-American will create no surprise. Indeed for nearly a year past it has been understood that the Clinton would probably retire from a struggle which is becoming every year more difficult to a Broadway office with small accumulations and limited business. The expense account eats it up, and every fluctuation in stocks threatens its surplus. This process of selection will undoubtedly go on until it wipes out of existence the past generation of underwriters who go upon tradition, and who do not understand a business which leaves at the end of the year only a margin of two or three per cent. over losses and expenses. In the meantime how is it going to fare with the new ventures? The question is not difficult to answer. Their stockholders must be prepared to put up money or go into bankruptcy. One yearling has already had to put up money to make good an impairment; the Liberty is discussing the problem of creating a surplus by assessments on stockholders or else confronting an impairment at the close of the year. The insured and the brokers seem to be the only happy men just now.

WE observe with a great deal of pleasure an article in the *Spectator* on the subject of brokers and managers, which starting out with the cry of an injured child finally adopts the tone of an indignant man and puts that paper in line with THE WEEKLY UNDERWRITER, except that we suggest doing what our contemporary merely would like to see done. Its simile of the devil fish is good, but we respectfully suggest that men of sense do not try to tame the devil fish and make him subservient to their uses. They kill him or he kills them, and that ends it. As to the business belonging to the broker because he has drummed it up, that is nonsense. He has it because no one tries to get it away from him and because the underwriters have abandoned it to him. Does any one suppose that if there were no brokers in New York there would only be one-tenth as much fire insurance? That is what must be meant when the *Spectator* says that the broker has created the business he controls. True, one cannot get up much sympathy for any class of men who get down on their knees to their mortal enemies, the brokers, and ask them to let up or they will get mad some day and turn and rend them. We welcome the *Spectator* to the ranks of those who are at least getting ready to demolish the broker. Underwriters cannot do a better service to the public than to exterminate brokers.

THE New York *Times* raises a pertinent question at the close of an editorial about the Continental Life insurance company of Hartford. The editorial is based upon the reckless statement of another newspaper, but the question is whether such episodes as that of the Continental tend to recommend Hartford companies. Of course it is easy enough to retort in kind, as no part of the civilized world is without its financial breakdowns or even its financial rascalities, and certainly New York has no call to throw stones at Hartford. But that does not answer the question. We presume that the insurance companies of Hartford are governed by much the same rules of conduct that prevail in other places, and do not see why they should be considered responsible for other Hartford companies any more than their neighbors. They no doubt believe that the world is a

forgetful one, and that the sensation of to-day will be replaced by the sensation of to-morrow and that both will be buried beneath some other sensation of a day or two later. And yet we can conceive of a state of things where forgetfulness would not be so easy; if there was that community of feeling among Hartford underwriters which would enable them to consult together and devise plans for helping the weak and restraining the erring; if every underwriter in Hartford felt that he was in some measure responsible for the conduct of all; and if every company had so lively an interest in the prosperity of every other one as a part of Hartford underwriting that it would be willing if need be to stand behind the weak and raise the fallen; we do not doubt that that kind of thing would increase both their business and their profits.

A CORRESPONDENT of a Hartford daily paper has a very erroneous notion concerning the origin and functions of the insurance department of that state. He says:

> The general impression has been that it was in part a guardianship of the interests of those people who had insured their lives for the benefit of their families in companies chartered by the state, the money thus paid becoming a trust fund so sacred that its management deserves the watchfulness and protection of the state.

The Connecticut insurance department was really organized as a protective measure to prevent the officials and tax-gatherers of other states from preying upon the Connecticut companies. The people of Connecticut had no lot nor part in it, except as they gave their consent, by their representatives, to the bill drawn by the insurance companies. They did not know, and they do not know to-day, what service it does, except that it furnishes a place for a politician or two, and turns a goodly amount of money annually into the state treasury. If there is any such general impression abroad as is stated in the above extract, it ought to be corrected. This department as well as those of other states, is powerless for good but potent for evil, and not the least of its evils is that it has fostered among unthinking men a belief such as this correspondent expresses, and led them to trust corporations which had no element of trustworthiness, simply because they had the certificate of an insurance department.

THE speech of Mr. Newbatt at the dinner of the Institute of Actuaries in London, is a pretty good sample of after dinner oratory, and it also embodies the philosophy of fire underwriting, and indeed of any kind of underwriting. The modern underwriter is a hard headed man of business, taking his knocks in the way of losses as a natural and inevitable part of his daily experience, not unmindful of the crime of a Nero, viewed purely as a moral question, but as a business matter taking the Neros as part of the hazard, and while he is fiddling adjusting the losses and preparing rates to meet future moral hazards of a like character. We heartily agree with Mr. Newbatt that there is not so great a difference between the business of the various classes of underwriting as we are usually asked to believe there is. There is enough in the material aspects of insurance to engage our thoughts, and if we desire sentiment it can as easily be found in fire insurance as in life insurance. Both deal with and attempt to replace the loss of money values. Nor is there in the scientific aspects of the two any material difference. It is idle to say that life insurance is any more scientific than fire insurance. The chances in both can be calculated with substantial accuracy when applied to the mass; they cannot be calculated closely in either when we deal with classes or individuals. We can make a net rate for fire insurance that will more nearly approximate the actual loss than the net premium of the actuaries' table will the loss of lives. It is when we attempt to classify that we stumble in both. Invalid risks have never been profitable in life insurance, and Dr. Lambert's diagnosis of longevity was not a success. We make the good risks in life insurance pay for the bad ones, and so they do in fire insurance, but no one can tell in either branch which are the good and which the bad. One fire insurance company makes on a class of risks upon which another loses. And so neither the actuaries nor the fire underwriters can boast much of their science, but they are both pretty good fellows, especially after dinner.

IN a review of the findings of the Connecticut commissioner in the examination of the Continental Life insurance company, the *Independent* uses this vigorous language about the folly of receiverships:

> The moral is as plain as the noon-day sun. Yet, whether the Continental is really technically solvent we cannot pretend to know, even omitting the very pregnant consideration that the figures are a year old. Still, solvent or insolvent, technically, is a question of small moment when an application for a receivership comes up for answer. The overwhelming absurdity, wastefulness, wickedness, and stupidity, united and mutually magnified, of of a receivership applied as a remedy for life insurance insolvency are absolutely indescribable; language is inadequate to paint them. In the name of all common sense, what is a receivership, as to its utmost closing effect and its power for good, better than or beyond an order upon a company to cease doing new business? The superiority of the receivership is in its potency for evil; its inferiority, in its potency for good. With new business no longer done, a company goes to its natural winding up, paying what it can pay; a receivership disposes of the case by devouring the assets. As a remedial measure, it is as broad a farce as heating an oven with snowballs, to be ignited by "scratching" an icicle. The boat leaks—knock the bottom out of her. The man is sick—cut off his head. The sheep-dog has been somewhat slothful or injudicious—let in the wolves. And it the *state*—with its abominable false pretense of guardianship—which does such things.

It seems a little curious that after all the experience of receiverships in life insurance which the past fifteen years have given us, no one has ventured to propose a change in the law regarding them. A writer in the *Popular Science Monthly*, who seems familiar with the evils of receiverships for railroad corporations enters an indignant protest against them. Yet no one has ever pretended that a railroad receivership should terminate the charter and existence of the road, tear up its tracks and smash its cars and sell the pieces. In life insurance we do what is equivalent to such a course with a railroad. "The boat leaks—knock the bottom out of her."

IN the lull that precedes the annual statements of insurance companies, the enterprising editor who wishes to say something usually fills his columns with prophecy of what these statements will reveal, and indulges in beautiful or sombre dreams of what will be the effect of these revelations upon the business of the ensuing year. This year, the prophets tell us, has been a bad one for fire insurance. The reasons for its failures and disappointments have been two-fold—namely, excessive losses, and the failure of the Metropolitan Association in New York. There is probably some truth in the excessive loss, but the Metropolitan Association failure has not caused any very material change in the total

result. New York is an important point for insurance—to local companies a very important point—but it is only one spot in a tolerably large country, and as we have before stated, might be blotted out of the underwriting maps of the agency companies without greatly affecting the final results of a year's business. The prophets are not all prophets of evil, though, and one of them gives us gratifying accounts of improved fire service, new water works, better buildings and increased carefulness, as indicative of the better times that are at hand for fire insurance. These are indeed pleasing features to the citizen who deplores the enormous fire waste of the country, but we doubt if they greatly affect underwriting results. It is the universal experience that every one of these great blessings is more than discounted either in the rate or in the amount insured. Whether the underwriter desires it or not, he has to take the rate he can get, and that rate is governed fully as much by the owner's views as it is by the views of the underwriter. Fire insurance in the United States has been, for many years, a business of very narrow margins. It is a curious thing too, that the business seems to be so well understood that innovations are pretty sure to punish the innovators. Experiments are constantly being made, but we do not recall more than one or two instances where they have not been dangerous to the experimenters, and these exceptions seem to be more instances of good luck than of sound business sagacity. So we are not going to join the prophets. The year, like the years preceding it, will bring grief to some and profit to others. But in the long run, in the future as in the past, fire insurance will not perish out of the land, nor will it become a bonanza to those who follow it.

Facts and Opinions.

In the Connecticut supreme court, at Hartford yesterday, Judge Carpenter granted the application of Insurance Commissioner Fyler, for the appointment of receivers for the Continental Life insurance company, and passed a decree annuling the company's charter. The receivers appointed are ex-Lieutenant-Governor Cooke of Barkhamstead, Conn., and the Hon. John R. Buck, of Hartford, ex-representative in congress. The counsel for the company virtually abandoned the contest on its behalf several days ago, the court having deprived it of the sinews of war.

The Hartford grand jury has found indictments against President Parsons, Secretary Beecher and Bookkeeper Hayes The last two are in Hartford, on bail, but the whereabouts of the first is not known.

The examination of the Clinton Fire of New York, by the state insurance department resulted in the discovery of an impairment of its capital of $13,757.67. and on Tuesday the directors held a meeting and accepted an offer made by the German-American to take the business of the Clinton and so the company passed into the list of the retired. Mr. Patterson, president of the Clinton received an invitation to join the re-insuring company on terms more favorable than those which he had enjoyed in the presidential office. He accepted and was chosen third vice-president of the German-American by the directors of that company. The secretary, Mr. Chamberlain, was in the West upon the Clinton's business when the decision to retire was made, and is supposed to be unprovided for. The German-American is believed to have secured a good thing in the Clinton's valuable tannery business, and has taken with it Mr. Clark, the Clinton's superintendent of that department.

The retirement of the Clinton Fire was followed the next day by that of the Montauk of Brooklyn, whose business was secured by the Niagara Fire. The Montauk's secretary, Mr. Maltby. will represent the Niagara Fire in Brooklyn and the assistant secretary will be given a place in the Niagara's home office.

It was reported that the state examiners had found the Howard also impaired. This is denied at the office of the Howard, or at least pronounced premature. The report of the examiners, it is claimed, is not yet completed, and there are valuations of assets still to be made which will decide whether or not the company's capital is intact, according to the rigid rule established by law.

The three companies named above are among the oldest in the city. The Montauk is thirty, the Clinton thirty-seven and the Howard sixty-two years old.

The announcement of the retirement of two companies this week together with the report of the impairment of another, gave unusual liveliness to the rumor market, and the street was full of sensations about impending re-insurances with which the names of nearly all of the smaller local companies were in turn coupled. With the view of finding out the facts and setting at rest all false reports The Weekly Underwriter sent one of its staff to the various basements or the more dignified first floor fronts, in which the local companies, as a rule, have their habitations, to interview their officials.

Starting from the corner of Wall and Pearl streets, our representative visited each company, from that point to the neighborhood of our office in Cortlandt street. In two or three instances no person appeared to be present of sufficient rank to take the responsibility of answering the question propounded, but wherever the right official was in, the intention of his company to retire was promptly denied.

The question propounded was, substantially: "Is there any likelihood of your company re-insuring in the near future?" The replies given were about as follows:

New York Fire--Mr. Colston, secretary: "We have not the slighest intention of re-insuring. Our company is in a first class condition."

Howard--Mr. Hull, vice-president: "Very busy, we will not re-insure."

Rutgers—Mr. Eddie. assistant secretary, and one of its directors. Gravely looking over his spectacles: "Did you say you wanted to re-insure a company? I guess we can accommodate you, sir." Being set right, he replied: "Our stock sells at 140, and we will pay dividends of about ten per cent. this year. No, I don't think we will go out of business."

Standard—Mr. St. John, president. He laughed and said, "No."

National—Mr. Drowne, president: "Yes! We are re-insuring all the time. There is a bunch of those policies now. Our company stands as well as it ever did and we will not re-insure it."

Kings County—Mr. Terhune, secretary: "Not the slightest idea of it, when our stock is selling at 207, and losses light."

Firemens—Mr. Halsted, president: "Not unless all the officers die. No talk of it in connection with this company. Our surplus may fall off about $15,000, this year, but we can stand it."

Guardian Fire—Mr. Paye, president: "We are not going to wind-up."

Hamilton—Mr. Leeds, secretary: "Any such intention on our part is about as remote as the moon from the sun. We are paying dividends yet. Have not heard anything of it."

Stuyvesant—Mr. Garthwaite, secretary: "Not the slightest intention of it, and no necessity for it."

Globe Fire—Mr. Eadie, secretary: "No, sir!" (very emphatic). Showed reporter conclusive figures of solvency.

Mercantile Fire—Mr. Parmelee, secretary: "Been nothing said about it and nothing done. Had no knowledge of any such thing."

Empire City—Mr. Murray, president: "Our success has been better, I believe, than the majority of the others. We will not re-insure.

North River—Mr. Crum, secretary, answered by asking another question: "For what reason should we re-insure?" The reporter controlled himself. "Not the slightest intention of re-insuring."

Park Fire—Mr. Jaffrey, president: "The subject has not been mooted and will not be."

Pacific—Mr. Jeremiah, Jr., was a little disposed to be indignant. Thought better of it, and deemed the question unworthy of an answer.

THE Washington, D. C., general and local agents of life insurance companies have affixed their signatures and seals to the following agreement:

We, the undersigned, representing the life insurance companies or associations the names of which appear opposite our signatures, hereby agree and bind ourselves, our agents, canvassers and solicitors, of every description, not to give or allow to any person or persons seeking insurance for themselves or others, or for whom we may write or present an application for insurance, any rebate or discount from the regular printed rates or premium lists of our respective companies, and will immediately discharge from our employ any agent or solicitor who violates this agreement. This agreement to take effect January 1st, 1888. And we further bind ourselves and our representatives not to employ any agent guilty of such violation.

AT a meeting held at Hotel Bellevue, Philadelphia, on December 15, the representatives of Philadelphia life insurance companies and other companies doing business in that city, organized the Philadelphia Association of Life Underwriters. Major Lambert of the Mutual Life presided and Dr. Fowler chairman of the preliminary meeting stated the purposes of the proposed association. A committee was appointed to prepare a constitution and nominate officers and report at an adjourned meeting to be held January 19. The meeting was attended by the managers of nearly all the local and agency companies, and by the editors of the local insurance press together with Col. Ransom of the Boston *Standard*.

THE constitutionality of the Pennsylvania act of April 26, 1887, punishing any person insuring his property in the state in a company not licensed to do business in the state, with fine and imprisonment, is to be tested by Mr. James C. Biddle, a Philadelphia mill owner, whose mill is insured by the New England Mutuals. He was arrested by direction of the district attorney and decided to fight the case. The New England Mutuals refuse to enter the state in the regular way, and write policies on Pennsylvania property over their own counters. As they cannot be reached the commonwealth seizes its own citizen.

THE supreme court of the United States has reversed the decision of the court below in the case of Ada Dovey against the Ætna Life insurance company, in which the lower court held that delirium tremens on the part of the insured avoided the policy. Justice Harlan said in substance, that "the fact that one has delirium tremens is not positive proof of vicious habits and death cannot be said to be the result of delirium sustained three days before."

THE amount of insurance on property in London in 1886, according to the returns just published, was £741,109,316, or over $3,700,000,000. The Sun Fire office took the largest amount, £78,480,290, followed by the Phenix, £68,338,457; Law, £51,313,289; County, £51,163,747; Liverpool and London and Globe, £38,797,170; North British and Mercantile, £35,436,385; Royal, £34,951,457; Commercial Union, £21,-139,495.

THE Boston jury before whom the case of Mrs. Sarah J. Robinson, the woman accused of murdering nine persons for the purpose of obtaining the assessment insurance, so called, on their lives, was tried, could not agree, and so she will be tried again. There is little doubt of her guilt but the evidence is entirely circumstantial and difficult to prove. The prosecution, too, is in weak or incompetent hands.

THE Commercial Union, of London, has purchased the thirty-eight feet of land adjoining its New York building on the east, known as Nos. 48 and 48½ Pine street; and it is said that it will increase the size of its building to cover the newly acquired property. At the time the present edifice was erected provision was made in the design of the building for the addition that this purchase contemplates.

THE Minnesota insurance commissioner has revoked his revocation and re-licensed the Old People's Mutual of Elkhart, Ind. The only explanation given, which is unofficial, is that hereafter the concern will not do a graveyard business in Minnesota, and will provide for the competent medical examination of its subjects.

THE St. Louis *Examiner*, "controlled by practical underwriters" and "chiefly edited by local agents," which began so well and promised to become a force in insurance journalism, has, after a brief flicker, returned to its scissors and mucilage pot We contribute this paragraph towards the "filling" for the next issue.

WITH one eye on the metropolis and the other on Hartford, thus says the *Chronicle:*

The Homeopathic Mutual Life is being closed up without a receiver, and about sixty per cent. has already been paid. Would a receiver have got along this far in the same time? Not much.

THE special committee appointed by the Fire Underwriters Association of the Northwest, to consider the Michigan anti-compact law, has prepared a report in which it shows that the law is unconstitutional and recommends an appeal to the courts to establish that point.

THE December meeting of the Life Insurance Association of New York was well attended, and the post-prandial exercises were conducted by Messrs. Morse, Raymond, Slade, Bristol, Haskell, English, Dunwell, Thomson and Webster.

THE Protective Committee of the New York Board of Fire Underwriters has been commissioned already by nearly

eighty companies as their agent to cover risks under the new protective system.

EXTENSIVE alterations and improvements will be made during the coming year in the great building of the Mutual Life on Nassau street, New York.

THE examiners of the New York insurance department completed an examination this week of the Empire City Fire of New York, but have not rendered a report.

THE Kansas attorney-general has decided that the Fidelity and Casualty Company, may, under the laws of that state, do a plate glass insurance business there.

THE capital of the Michigan Fire and Marine is to be increased to $400,000.

Personals.

AGENCY APPOINTMENTS.

Union Central Life: P. W. Robertson, Baltimore, Md., succeeding A. E. Hatch.

Mr. Otis Stillman, one of the oldest and best known underwriters in western New York, and a greatly esteemed citizen of Dunkirk, died in Florida last Saturday, aged seventy-six years. He had been in the insurance business thirty-eight years.

Mr. Robert Holmes, the Mutual Life's inoffensive and lamb-like agent at Reading, Pa., has abandoned his suit against the quarrelsome and wolf-like rival agent in Pennsylvania who "asperged" his character.

Insurance Commissioner Merrill of Massachusetts is preparing a new act for the regulation of assessment companies in that state, under the instructions given by the legislature at its last session.

Ex-President McCaffrey of the Pelican of New Orleans, who was accused by the directors of stealing the company's money and was deposed, was afterwards arrested while making his way to Texas.

Mr. E. B. Duvall from the Baltimore office of the Fidelity and Casualty Company, has been appointed superintendent of the steam boiler department of the company at the New York office.

Mr. E. H. Winslow has been elected secretary of the Metropolitan Plate-Glass insurance company succeeding the late John H. Taylor.

Gov. Ames of Massacousetts carries life insurance to the amount of $125,000, says the *Weekly Statement*.

Mr. Shakespeare is an insurance agent at St. Helena, Cal., says the *Coast Review*.

Miscellany.

The Question of Fire Insurance Profit in St. Louis—The Other Side.

Recently we re-printed from the St. Louis *Examiner*, an article on the question of profit and loss in the St. Louis fire insurance business, in which a very pessimistic view of the results of underwriting in that growing metropolis was taken. The St. Louis *Republican*, however, has taken up the cudgels for the other side, and its article in a late issue has been sent to us with a request for its re-publication in our columns. The champion of the other side says:

There seems to be a determination on the part of certain persons representing insurance interests in St. Louis, to persist in the oft repeated and as oft refuted charge that the city is a graveyard for underwriting profits. The fire loss for the present year has certainly been excessive; when the December returns shall have been made up, the aggregate will be adjusted at about $1,275,000.

The increase for eleven months of the present year is $400,000 over the corresponding period of last year. But the premiums show an increase of $110,000 up to December 1, and for the whole year will probably be $120,000 over those of 1886, which partially, at least offsets the increased loss. It is asserted tha the unusual fires in St. Louis this year have been purely accidental, and the conditions are not likely to continue. Besides, our city is not singular in respect to this matter, for throughout the United States the losses have been largely in excess of the figures of former years.

The city loss has not been unusual to the extent of exhausting all the premiums receipts of the companies on city hazards, and the experience in St. Louis for a single year is not to be taken as the criterion of profit or loss, or to determine whether the companies interested shall withdraw from the state. In a country like ours, where each state prescribes its own rules for the regulation of business, and those rules are applicable alike in every portion of town or country throughout the state, nothing less than state lines should be taken as the limit of the experience, or as the basis of the profit. Indeed, in such a business as insurance, which, unlike almost any other, is subject to extremities of fluctuation from year to year, and in which accurate adjustment of the price of its goods offered for sale is only obtainable by the averages of those fluctuations during long periods, to state lines should be added terms of years before the premises for determining final results are complete.

As already stated, the estimated losses in this city, after adjustment, will be for the present year $1,275,000; but the estimated premiums will be $1,930,000; so that, after all, the companies have taken in $665,000 more than they have paid out, and the losses, large as they have been, are only sixty-seven per cent., of the premiums. A table made up at the state superintendent's office, shows that the percentage of losses in 1884 was eighty-five per cent., in 1882, seventy-four per cent.; in 1881, ninety-one per cent.; and in 1879, ninety-three per cent.—and that for the eight years from 1879 to 1886 inclusive, it was just what it is in the present year, sixty-seven per cent. The net premiums for these eight years were $12,473,058, and the losses $8,379,486—the premiums being over $4,000,000. But the city is only a part of the state, and the Missouri business must be viewed as a whole—and here are the fire insurance figures for the whole state in the last fifteen years.

	Premiums.	Losses paid.	Per cent.
1872	$960,106	$462,274	48.15
1873	1,611,109	824 144	51.15
1874	1,873,182	930,548	49.67
1875	1,798,618	763,413	42.44
1876	1,817,142	639,581	35.20
1877	1,934,643	1,320,522	68.24
1878	1,773,999	657,855	37.51
1879	1,952,244	1,467,783	75 18
1880	2,539,380	1,431,197	56.36
1881	3,042,982	2,235,498	73.46
1882	3,404,705	2,073,339	60.89
1883	3,833,839	1,971,533	51.42
1884	3,783,809	2,578,846	68.15
1885	3.740 818	2,072,367	55.40
1886	3,868,017	2,101,426	54.33
	$37,934,596	$21,530,337	56.76

The fire losses, after adjustment, in Missouri for this period of fifteen years, have been, therefore, $16,400,000 less than the premiums paid, or only fifty-six per cent. of the premiums. In other words, the companies have paid out only a little more than one-half of what they took in. All talk about abandoning such a business as this is absurd; there are more companies coming into the state than withdrawing from it, and there is little danger that the state or the city will be left without insurance facilities.

Fatal Accidents in European Countries.

The London *Insurance Post* prints the following summary and comments upon some recent statistics of accidents in European countries:

The importance of accident insurance cannot be better illustrated than by the mournful summary of annual loss of life caused by accidents of various kinds. If the following statistics from an Austro-Hungarian source, can be relied upon, England is at a distinct disadvantage as compared

with her continental neighbors. Leaving non-fatal accidents quite out of consideration, it appears that the comparative totals of fatal accidents are: For England, 16,000; France, 10,500; Prussia, 10,000; Austro-Hungary, 6,000; Italy, 4,000; Sweden, 2,000; Switzerland, 1,700; Norway, 1,100; and Baden, 600. Suffocation is the foremost cause of death, and principally by drowning. France stands in this respect, however, higher in the list than England, whereas Prussia follows close upon the latter. The table of deaths will be found interesting:

Name of Country.	Drowning.	Falls from a height.	Lightning, &c.	Carriage Accidents &c.	Railway Accidents.
England	3,094	2,222	3 865	1,460	1,085
Prussia	2,645	1,649	964	590	411
France	4,132	1,090	1,041	1,124	312
Austria	2,200	1,721	949	767	279
Italy	1,270	1,086	637	172	76
Sweden	1,159	395	196	110	57
Switzerland	412	521	204	103	51
Bavaria	395	378	130	99	60
Norway	771	—	—	—	—
Belgium	648	334	235	151	177
Baden	168	130	23	16	31

Calculated in proportion to population, the death-rate per million by drowning was: in England, 123; France, 111; Prussia, 102; Switzerland, 140; Sweden, 257; Baden, 109; and Belgium, 121. Deaths from lightning and fire occurred in England at the rate of eighty-seven in the million; in France, fifteen; Prussia, eighteen; Switzerland, sixty; and Belgium, forty-one. As to railway accidents, the comparison is: England, forty-three; Belgium, thirty-two; Baden, twelve; Switzerland, nineteen; France, nine; Prussia, fifteen, per million inhabitants; and with regard to carriage accidents—England, fifty-eight; Switzerland and Baden, thirty-six each; Belgium, twenty-seven; Prussia, fourteen per million. Drunkenness caused only very few deaths, whereas the percentage of people frozen to death is exceedingly high in England—viz: sixty-five in the million, against thirteen in Switzerland, twelve in Norway and Sweden, thirteen in Prussia, and twelve in Baden. Mining accidents are responsible for seventeen deaths in the million in England, fourteen in Switzerland, ten in Baden, twelve in Prussia, etc. Large though these figures are, they neither point towards undue negligence in England compared with other countries nor to any other alarming condition. They are, in most cases, the result of our greater industrial and commercial activity. As the foremost sea-faring nation we cannot, comparatively speaking, complain of being the third or fourth in the list of "drowning." Lightning and fires—particularly the latter cause—is also likely to become more fatal in a country which abounds with factories and mines than in Prussia or France. On the same principle, our rate of carriage and railway accidents may be easily accounted for, as in no other European country do people make as much use of vehicles and railways as with us. On the other hand, we cannot understand why five times as many people (speaking of percentage) should meet with their deaths from cold in this country than, for example, in Prussia, Norway, and Switzerland. That figure must either rest on a mistake, or the cause "frozen to death" is incorrectly given. What the table, however, forcibly suggests is the importance of accident insurance, which is still inadequately appreciated by the general public.

Telephones as Fire Alarms.

The *Western Fireman* has a well timed article on the untrustworthiness of the telephone in our cities as a part of the fire-alarm system. It says:

There is no way in which a telephone can be manipulated so as to make it prompt, accurate, and always efficacious as a fire alarm. There are many reasons for this. One of them is the necessarily constant use of the telephone wires for private purposes. The transmission of fire alarms must always be a secondary object. People will always attend to their private business, and if that business conflicts with the public interest, they can and will exclaim with the late W. H. Vanderbilt, "the public be d——d!" At the same time the motive for keeping the telephone lines in order is not so powerful as to make them at all times reliable for the purposes of fire service. Of course even private necessities would naturally keep them in good condition perhaps eleven-twelfths of the time. But this is not enough; the requirements of the fire service are such as to demand a system of fire-alarm that is fitted for that purpose, always ready, and not subject to the negligences and uncertainties of private manipulation. Besides these considerations there have been many instances where the telephone has shown such practical imperfections as a fire alarm that it is evident that under the most favorable circumstances, the system is at best a makeshift for a more reliable scheme. The best example of a large city where the telephone system is in use is Kansas City, and an account of its failure to act on one important occasion was recorded in this paper some weeks ago. The Chicago correspondent of the *Electrical Review*, an undoubted authority on all electrical subjects, had the following on this topic in a recent issue:

The fire worshipers' journals all around the country are commenting in no very gentle terms, on the attempted utilization of telephones and telephone systems as fire alarms. The telephone has a mission in this world and it is filling it, but it is asking too much when we press it into service as a fire alarm. The trouble is not with the transmitter, nor yet with the receiver, and the poor girl at the Central is as free as an angel in the "high blue" from blame of any sort. The trouble lies with the crazy individual who suddenly discovers a fire on the premises, and is utterly bereft of reason—upset completely, so far as his capacity to handle a telephone is concerned. He rings up, talks before, after and while the connection is being made—yells like a wild man, and probably swears some. Not one of a dozen words reaches the operator, or anybody else. He hangs up his telephone, goes to throwing pictures, crockery and glassware out of the windows, and carries boots, rugs, and oil cloths down stairs; or perhaps turns his attention to stripping the paper off the walls; all of which sane performances may be verified by the mere asking of any fireman.

Several times within the past two years these failures to make the telephone subserve the purpose of a fire alarm have resulted disastrously in enterprising western towns. If the man who sends in the alarm would do his part of the work as faithfully as the much-abused telephone, in all cases where there is fair service, the boys would get there on time.

"But," as the Kentuckian said about the water, when offered to quench his thirst, "I know water has its uses, though I prefer something a little more positive for a reliable drink, and my throat don't need washing."

The Constitutional Rights of State Legislatures Over Foreign Corporations.

In our issue of November 26, was published the decision of the California supreme court pronouncing upon the constitutionality of the act passed by the California legislature at its last session, taxing foreign insurance companies for a firemen's relief fund. The *Coast Review* in commenting upon this decision says:

The recent decision of the supreme court of this state in the case of city and county of San Francisco *v.* Liverpool & London & Globe insurance company, elsewhere reported in full, is in many respects a most interesting and important decision to the insurance fraternity. The particular clause of the constitution of California held to have been infringed upon by "an act to require the payment of certain premiums to counties and cities and counties by fire insurance companies not organized under the laws of California, but doing business therein, and providing for the disposition of such premiums," will not be found in the constitution of many other states; and so far as that branch of the case is concerned, it is almost solely of local interest and importance. The immediate effect of the decision is to relieve foreign insurance companies of an exaction, which, on the basis of their returns for the past year, amounts to about $38,000 per annum. But a much more important question than the construction of one clause of the constitution of California was fully determined by the court, and it is noteworthy that in the lengthy history of litigation arising from legislative exactions on foreign corporations, this point has never before been fully and fairly presented and squarely met and decided. It is the question of the constitutional relation between a foreign corporation and a state in which it is doing business.

It was claimed by Messrs. Hayes and Garber, attorneys in behalf of the city and county, that a foreign corporation had no constitutional rights which a state legislature was bound to recognize, unless such rights were by express terms granted to foreign corporations; that the general inhibitions and limitations of the constitution were intended for the protection of citizens only, and not at all for the protection of foreign corporations doing business in the state; that a corporation foreign to a state was absolutely at the mercy of the

legislature thereof, and subject to any restrictions whatever that might be imposed on its right to do business, or upon it when doing business in such state.

It was, on the other hand, claimed by Mr. McGraw, on behalf of the defendant, that a state legislature had the same power over a foreign corporation that it has over a domestic corporation, and in the absence of express constitutional provisions conferring it, no greater power over the one than the other; that a law which would conflict with the constitution when applied to domestic corporations was equally invalid when a foreign corporation was the subject of it. The supreme court emphatically sustains the views of the counsel of the Liverpool & London & Globe, of the extent of legislative power over foreign corporations.

It would seem that it is a question as to which no doubts should ever have arisen; but the noted case of Doyle *v.* Continental insurance company, in the United States Supreme Court, under which for many years foreign companies have been precluded from removing actions against them to the United States courts, did much to generate a belief in the absolute helplessness of such corporations, though that decision by no means goes to that extent.

As we showed in a late issue of the *Coast Review*, the Federal supreme court, after many years of error, finally got back to correct principles, and in the late case of Barron *v.* Burnside overruled Doyle *v.* Continental insurance company, and extended the protection of the United States constitution to foreign companies. Our supreme court, following the same laws of reasoning adopted in Barron *v.* Burnside, extended the protection of the state constitution over the foreign or non-resident companies.

Our readers well understand that the power of discrimination against foreign corporations is not denied to a state; on the contrary, the court holds that in the absence of constitutional limitation the state has an unlimited power of discrimination, which may be exercised in favor of or against a Foreign company. But in imposing burdens on such companies, none can be laid except such as the state would have the *power* to lay on its domestic corporations.

The Philosophy of Underwriting.

A banquet to inaugurate the new session of the Institute of Actuaries took place in London on December 1, at which most of the leading actuaries of Britain were present, with invited guests, and over which the president of the institution, Mr. Archibald Day, presided. A report of the after-dinner speeches is printed in the London *Insurance Record.* That of Mr. Benjamin Newbatt, vice-president of the Institute and Actuary of the Clerical, Medical and General Assurance Company, was particularly felicitous, and as he indulged in some observations upon the distinction between the business of life and fire insurance which are of interest and to which editorial allusion appears elsewhere, we make extracts from his speech:

Mr. Newbatt said: Mr. President and gentlemen, I have it in charge to propose what may be properly be called the complimentary toast to that which has just been drunk. It is that of "prosperity to other branches of insurance business, particularly Fire, Marine and Accident." (Cheers.) Desiring to do all possible honor to this toast, I have been asked to propose it in my capacity as a vice-president of the Institute, and not, I feel, on the ground of personal fitness. When I tell you how limited has been my experience in regard to these three branches of insurance business you will, I am sure, acquit me of any intention to exaggerate this want of fitness. I never but once suffered shipwreck, and that was when I was capsized in the Thames.—(laughter) —and when the only cargo which I lost—an umbrella and a bottle of burgundy—was too small upon which to found a claim. (Laughter.) I never but once encountered a serious accident; and although that nearly cost me my life, it was of a nature which would not under any circumstances have enabled me to derive one penny benefit from an accident policy. (Laughter.) I never but once experienced a fire, and on that occasion—I ask you to take me seriously, although I know I am going through the Dogberry process of writing myself down an ass—I utterly forgot to make a claim on the company for the loss amounting to three guineas which the fire occasioned me. Approaching the matter from this unaccustomed standpoint I have naturally had to consider how I should treat this toast. If I wished to be statistical—which I do not—I might have joined Mr. Vian in lamenting that only 239,000 out of 35,000,000 of population —that is, one in 150 of the population and about one in forty of adult males—are insured against accidents (hear, hear)— and I might have congratulated our fire insurance friends on the fact that they nurture commerce to the extent of the £8,000,000 a year which they pay in fire losses, and nurture themselves to the extent of the £4,000,000 which they disburse in expenses. If I were to treat it historically, I should content myself with a reminiscence and an inquiry.

The reminiscence is this: Our friend Mr. Sutton has been complaining that we of the life assurance would still hold ourselves bound in a very large degree by the fetters which we have inherited, and that our practice has been in many respects unchanged from that of our grandfathers. I am not so sure that that is in itself a fair matter of complaint. History has a habit of repeating itself, and we sometimes find that modern developments are in fact but the reproduction of ancient ideas. For example, it has lately become the custom I believe, with regard to accident insurance to treat the loss of two legs or two arms as equivalent to a total loss. I find that the same idea, not in the precise form, existed many years ago,—and this is my reminiscence,—at the time that England was at war with the United Netherlands in the year 1665. The Netherlands government granted compensation to their soldiers, and they assessed the loss of two eyes or two arms as each of the value of £62 10s., whereas they regarded the loss of two legs as only worth £29 4s. (Laughter.) And this is my enquiry: Some of us are old enough to remember the days when the fire brigade engines—that is to say, the engines belonging to the various fire insurance companies —were the only means by which fires could be extinguished. There was, as it will be remembered, always competition amongst them. Competition ever exists; and in this respect it took a highly beneficent form. (Hear, hear.) I lately came across a paragraph which will recall the idea to your minds. It occurs in the "Rejected Addresses," where it is said that

> "The Hand-in-Hand tha race begun.
> Then came the Phœnix and the Sun;
> The Exchange, where old insurers run,
> The Eagle, where the new."

Now, we all know where at this moment exist the Hand-in-Hand, the Phœnix, and the Sun, and we do not doubt that old insurers still run to the Exchange; but what has become of the Eagle? This is my enquiry. I have, indeed, come across an incident which may account for its disappearance. In the year 1818 the Eagle Fire insurance company encountered and was worsted in an action brought by one Mist, and it may be that in the thickness and darkness of that "mist" it disappeared. (Laughter.) But I myself am inclined to think that it met a somewhat nobler fate. Most likely with the daring which belonged to such a fiery bird it flew too close to the Sun, and like another Icarus it melted its wings and fell into the Icarion sea. (Laughter.) If that be so, then the dual eagles of those days held the relation of parent and child, and the eagle which now survives and which lives on other lives is in fact old Dædalus, who having flown from Crete to Sicily and there survivlng the plots of Minos ultimately set up his court in the shady side of Pall Mall—(cheers and laughter)—and is now represented at this table by our excellent friend Mr. Humphreys, his grand vizier, who will, no doubt reply to my question. (Cheers and laughter.)

But dismissing these modes of treating the toast, I remember it may be regarded from our point of view in the more important form of the practical and the personal. Now the toast from a practical point of view is a large one. I am myself of opinion—I trust it will not be accounted to me as a heresy—that as a product of civilization we could better dispense with life assurance than with fire and marine insurance. How the rich argosies and the richer manufactories, to say nothing of the material elements of domestic life, could grow and multiply, or even be conserved in our day without the protection of fire and marine insurance, it is very hard indeed to say. (Hear, hear.) But passing by that, on which opinions may very well differ, I prefer to dwell for a moment on the more suitable and more agreeable aspect of

this toast—namely, its personal aspect. It used to be said that there was this broad distinction between the business of life assurance and insurance in all other forms—that the one appealed to the unselfish and the others to the selfish side of human character; and it was even the fashion to claim for life assurance that it stood on a higher level, as representing a philanthropic if not an eleemosynary principle. But we have changed all that. (Hear, hear.) We of the life assurance world now know ourselves to be engaged in a purely commercial enterprise, and by our tontines and endowment assurances to be appealing equally to the selfish instincts of mankind. The difference between us is this. Unlike ourselves, our friends—our fire friends especially—have never had any delusions. They recognize honesty the selfish—some call them the prudent—instincts of human nature, and by the very act of recognition they are the better able to meet them manfully and cheerfully.

Though thus dealing much with the seamy side of life, fire managers, I know—and my opinion is shared by those who know them even better than I do—are exceedingly good fellows. (Cheers.) I feel quite sure that had they existed in the time of Imperial Rome, clothed with the stoicism which belongs to their race, they would, whilst condemning a Nero who fiddled when Rome was burning, have cheerfully paid the damage and gone home with serene spirit to enjoy their cakes and ale. (Cheers and laughter.) They act upon the maxim that—

"Best while you have it, use your breath,
There is no drinking after death."

(Laughter.) It is to these excellent men, conducting these large interests, that I ask you now to drink "health and prosperity."

Life Insurance Payments.

The following is the report of the life insurance companies of the United States, to THE WEEKLY UNDERWRITER of the death claims and endowments paid by them during the month of November, 1887.

COMPANIES.	Death Claims.	Endowments.	Total Payments.
Ætna Life	$154,028	$34,795	$188,823
American Life	16,764	.....	16,764
Brooklyn Life	2,975	120	3,095
Connecticut General Life	2,900	1,256	4,156
Connecticut Mutual Life	257,400	35,908	293 308
Continental Life	.....	.....	.....
Covenant Mutual Life	2,500	.....	2,500
Equitable Life, Des Moines	.....	.....	.....
Equitable Life, New York	.....	.....	.....
Germania Life	64,374	6,130	70,504
Home Life	20,500	9,625	30,125
John Hancock Mutual Life	31,831	4,023	35,854
Manhattan Life	47,635	13,000	60,635
Maryland Life	16,200	....	16,200
Massachusetts Mutual Life	55,252	9,760	65,012
Metropolitan Life	186 000	.....	186,000
Michigan Mutual Life	2,391	3,226	5,617
Mutual Life, New York	560,478	95,275	655,753
*Mutual Life, Ky	18,500	.....	18,500
Mutual Benefit Life	205,011	17,616	222,627
National Life U. S. A	.....	.....	.....
National Life, Vermont	23,000	1,200	24,200
New York Life	416,208	*a*	416,208
Northwestern Mutual Life	114,698	12,392	127,090
Pacific Mutual Life	4,000	2,340	6,340
Penn Mutual Life	57,249	1,954	59,203
Phœnix Mutual Life	33,048	17,220	50,268
Provident Life and Trust, Philadelphia	27,437	5,414	32,851
Prudential Life	78,900	.....	78,900
State Mutual Life	24,000	2,500	26,500
Travelers	28,675	7,696	36,371
Union Central Life	9,765	.....	9,765
Union Mutual Life	32,956	9,595	42,551
United States Life	53,120	950	54,070
Vermont Life	1,000	.....	1,000
Washington Life	60,827	5,591	66,418
Totals	$2,609,622	$297,586	$2,907,208

* Formerly the Southern Mutual Life of Louisville.
a Endowment payment not given.

PAYMENTS SINCE ORGANIZATION.

The following table shows the total amount reported paid on death claims and endowments, from their organization to Nov. 30, 1887, inclusive, by the life insurance companies whose monthly lists are printed in THE WEEKLY UNDERWRITER.

Date of Organization.	COMPANIES.	Death Claims.	Endowments.	Total Payments.
1850	Ætna Life	$25,846,136	$8,713,301	$34,559,437
1850	American Life	7,371,107	172,796	7,543,903
1864	Brooklyn Life	2,228,346	1,236,922	3,465,268
1865	Connecticut General Life	1,296,866	413,346	1,710,212
1846	Connecticut Mutual Life	55,755,614	9,131,260	64,886,874
1862	Continental Life	*b* 2,017,519	*b* 1,293,133	*b* 3,310,652
1853	Covenant Mutual Life	830,911	80,154	911,065
1867	Equitable Life, Des Moines	*b* 182,111	*b* 38,046	*b* 220,157
1859	Equitable Life, New York	*b* 48,615,026	*b* 5,502,843	*b* 54,117,869
1860	Germania Life	10,762,795	1,913,582	12,676,377
1860	Home Life	4,779,404	1,209,655	5,989,059
1862	†John Hancock Mutual Life	3,863,981	1,083,327	4,947,308
1850	Manhattan Life	14,326,515	1,392,256	15,718,771
1864	Maryland Life	978,303	67,845	1,046,148
1851	Massachusetts Mutual Life	7,861,430	1,465,061	9,326,491
1867	†Metropolitan Life	8,994,769	508,491	9,503,260
1867	Michigan Mutual Life	1,388,220	333,886	1,722,106
1843	Mutual Life, New York	85,759,024	28,274,952	114,033,976
1866	*Mutual Life, Ky	1,203,925	39,412	1,243,337
1845	Mutual Benefit Life	45,402,592	4,067,310	49,469,902
1868	National Life U. S. A	*c* 3,244,216	*c* 263,023	*c* 3,507,239
1850	National Life, Vermont	2,339,403	167,323	2,506,726
1845	New York Life	40,149,323	*a* 9,733,864	49,883,187
1857	Northwestern Mutual Life	15,545,253	5,769,024	21,314,277
1868	Pacific Mutual Life	1,710,165	556,819	2,266,984
1847	Penn Mutual Life	8,891,936	705,112	9,597,048
1851	Phœnix Mutual Life	12,612,806	2,320,984	14,933,790
1865	Prov. Life and Trust, Phila	3,801,217	958,783	4,760,000
1876	‡Prudential Life	2,670,820	.....	2,670,820
1845	State Mutual Life	2,733,384	515,504	3,248,888
1866	Travelers	3,245,539	549,925	3,795,464
1867	Union Central Life	1,589,191	133,313	1,722,504
1849	Union Mutual Life	9,164,661	3,629,683	12,794,344
1850	United States Life	6,583,474	869,758	7,453,232
1869	Vermont Life	117,115	18,137	135,252
1860	Washington Life	6,720,001	1,669,539	8,389,540
	Totals	$450,583,098	$94,798,369	$545,381,467

† Partially industrial insurance. ‡Wholly industrial insurance.
* Formerly the Southern Mutual Life of Louisville.
a Amount of Endowment payments to January 1, 1887.
b Amount of payments to September 30, 1887.
c Amount of payments to October 31, 1887.

Insurance Legislation.

South Carolina.

The following is a copy of the bill which embodied the recommendations of the comptroller-general, already published in THE WEEKLY UNDERWRITER. The bill has passed the general assembly in this form and received the executive approval;

A Bill to regulate the licensing of foreign insurance corporations doing business in South Carolina.

Be it enacted by the senate and house of representatives of the state of South Carolina, now met and sitting in general assembly, and by the authority of the same:

SECTION 1. That the comptroller-general may issue licenses to do insurance to any insurance company desiring to do business in this state, but before the issue of any license the applicant therefor shall, first, appoint a general agent, who shall be a citizen and resident of this state, and file a certificate of such appointment under the seal of the appli-

cant, together with the written acceptance thereof by such appointee, with the comptroller-general, and copies of such certificate of appointment and of such acceptance, certified by the said comptroller-general, shall be received as sufficient evidence of such appointment and acceptance before any court in this state, and such certificate shall contain a stipulation agreeing that so long as there may be any liability on the part of the applicant under any contract entered into in pursuance of any law of this state concerning insurance any legal process affecting the applicant may be served also upon the clerk of the court of each county, and when so served shall have the same effect as if served personally upon such applicant in this state: *Provided*, That when such service is made upon the clerk of the court it shall be his duty to transmit at once a copy of the process to the home office of the secretary of the company.

SEC. 2. Before the comptroller general shall license such insurance company not incorporated in South Carolina there shall be filed in his office a certificate copy of the charter of the company from which the said general agent or attorney has received his appointment, and also a certified copy of the vote or resolution of the trustees or directors of said company appointing him such agent, accompanied by a warrant of appointment under the official seal of the company and signed by the president and secretary. Such warrant of appointment shall continue valid and irrevocable until another agent or attorney has been substituted, so that at all times while any liability remains outstanding there shall be within the state an agent or attorney as aforesaid, and shall contain a consent expressed authorizing process of law to be served either on the clerk of the court as aforesaid, or on said agent or attorney, for all liabilities of every nature incurred in this state by said company, and that such service, made on such clerk of the court, or on such agent or attorney in the manner required by the laws of this state, shall be deemed legal and binding on the company or companies, in all cases whatsoever, and that every judgment so recovered shall be conclusive evidence of the indebtedness of the company; and, in addition to said warrant of appointment, there shall be filed and published a statement, made under oath of its president or secretary, showing its assets and liabilities, and distinctly showing the amount of capital stock, and how the same has been paid, and of what the assets of the company consist, the amount of losses due and unpaid, and all other claims against the company, or other indebtedness whether due or not due at the time of the filing of the statement above, and shall further show, 1st: That said companies have fulfilled the provisions of their respective charters, and of the extensions and amendments thereto in every particular, and whether there has been any change of charters since last statement; 2d: The amount of policies outstanding as near as can be ascertained; 3d: The character of the risks and the rules governing companies and their agents in taking the same both as to locality and amount; 4th: The particular character of the assets, specifying the amount of cash and public bank, manufacturing or other stocks and bonds, or other securities held by the companies, with the evidence that they are held by them, the rule of investment in real estate, securities, and the general localities of real estate secured to companies; 5th: The amount received from premiums, and whether sufficient to pay losses, &c.; 6th: Whether there have been any changes in agencies during the preceding years; 7th: An official list of all agents authorized by them to solicit business in this state.

SEC. 3. Every general agent obtaining such license shall also cause such license to be published in some newspaper, to be designated by the comptroller-general, having circulation in the county in which he resides. The company shall also furnish to comptroller-general, through their agent, an annual statement of the affairs of the company, as provided for in section 2; and it shall be the duty of the general agent to publish an abstract of the same in one of the newspapers of the state.

SEC. 4. If the comptroller general shall become satisfied that any company is insolvent or unsafe, or that any statements made by any person, under this act, shall be untrue, or in case a general agent shall fail or refuse to obey the provisions of this act, the comptroller general shall have power to revoke and cancel said license.

SEC. 5. The fee for license as required by this act shall be fifty dollars per annum, and the license shall continue for the next ensuing twelve months after the 31st of March in each year: Provided, The comptroller general may receive from applicants, after the first day of April, so much of said license fee as may be due *pro rata* for the remainder of the year.

SEC. 6. Every general agent who shall fail or refuse to perform any duty required of him by this act shall forfeit and pay to the comptroller general fifty dollars for every such refusal, to be recovered before any justice of the peace at the suit of said comptroller general.

SEC. 7. All laws and clauses of laws coming in conflict with this act are hereby repealed.

SEC. 8. That this Act shall be in force from and after March 31st, 1888.

Special Notices.

FIRE INSURANCE SOLICITORS AND AGENTS in New York city and vicinity having opportunities for placing Life insurance will benefit themselves and their patrons by communicating with OTTO J. SEELAUS,
Room 294, Stewart Building
New York City.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,
Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

THE
Anglo-Nevada Assurance Corporation,
OF SAN FRANCISCO.
MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,083,555 86

Niagara Fire Insurance Company,
No. 135 BROADWAY, NEW YORK.

Capital	$500,000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.
PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

Connecticut Fire Insurance Co.,
OF HARTFORD, CONN.
INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,272 32
Re-insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.
L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT, Sec'y.

The Mutual Life Insurance Company of New York.

THE LARGEST, CHEAPEST AND BEST IN THE WORLD.

RICHARD A. McCURDY, - - President.

NASSAU, CEDAR & LIBERTY STREETS.

The United States Life Ins. Co.,

IN THE CITY OF NEW YORK.
(ORGANIZED IN 1850.)
261, 262 & 263 BROADWAY, NEW YORK.

GEO. H. BURFORD, - - - - - President.
C. P. FRALEIGH, Sec'y. A. WHEELWRIGHT, Asst. ec'y
WM. T. STANDEN, Actuary.

All the profits belong to the policy-holders exclusively.
All policies issued by this Company are indisputable after three years.
All Death Claims paid without discount as soon as satisfactory proofs have been received.
This Company issues all forms of Insurance, including Tontine and Limited (Non-Forfeiting) Tontine
One month's Grace allowed in the Payment of Premiums on Tontine Policies and ten days' Grace on all others, the Insurance remaining in full force during the Grace.
Absolute security, combined with the largest liberality, assures the popularity and success of this Company.
GOOD AGENTS, desiring to represent the Company, are invited to address J. S. GAFFNEY, Superintendent of Agencies, at Home Office.

Penn Mutual Life Insurance Co.

OF PHILADELPHIA.
INCORPORATED IN 1847.

ASSETS, - - - - - - - - - - $9,663,884 26

PURELY MUTUAL.
Surplus returned annually in reduction of Premiums or to increase Insurance. Policies non-forfeitable by the rules of the Company. Endowment Policies issued at Life rates.
EDWARD M. NEEDLES, President.
H. S. STEPHENS, Vice-President.
J. J. BARKER, Actuary. HENRY C. BROWN, Secretary.

INCORPORATED 1851.

The Berkshire Life Insurance Co.

OF PITTSFIELD, MASS.

All Policies issued by the Company and subject to the Massachusetts Non-Forfeiture Law.
WM. R. PLUNKETT, President.
JAS. M. BARKER, Vice-Pres. JAS. W. HULL, Sec'y and Treas.
Agencies in all the principal Cities of the United States.

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,458 52
Surplus	1,227,426 40
Total January 1, 1887	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

1860 THE 1888

Washington Life Ins. Company

OF NEW YORK.

W. A. BREWER, Jr., President.
WM. HAXTUN, Vice-Pres't and Sec'y.

ASSETS, - - - $9,000,000.

The Combination Policy of The Washington guarantees to the holder of a $1,000 Policy $1,500 at maturity. A Policy for $5,000 is a contract for $7,500. A Policy for $10,000 is a contract for $15,000.

Say the amount of the Policy is $30,000, the insured is guaranteed $30,000 CASH and a paid-up Life Policy for $15,000: total, $45,000 at maturity, together with all accumulated and unused dividends.

The Combination Policy has three functions: by it the insured secures under a single contract

I. Protection for a term of years.
II. The savings of an Endowment.
III. A permanent Estate.

A strong, simple and inexpensive provision guaranteeing INSURANCE, a CAPITAL SUM and an ESTATE.

The Policies of The Washington are incontestable after three years, residence and travel unrestricted after two years.

Address
E. S. FRENCH, Sup't of Agencies.
21 Courtlandt St., New York City.

Established 1782.

Phœnix Assurance Company,

OF LONDON.

FIRE INSURANCE ONLY.
LOSSES PAID over $65,000,000.
HEAD OFFICE FOR THE UNITED STATES, 67 WALL ST., N. Y.
A. D. IRVING, Manager. E. B. CLARK, Ass't Manager.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: {1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary.
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6 800.000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine, 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11.000.000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE, Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance	$2,383,800 53
(of which for Inland Marine $32,950 00)	
Reserve for Commissions, Taxes, &c	30 000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000 000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec. Local Dep't. C. H. DUTCHER, Sec. Brooklyn N.Y.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first llen	$29,445,320 17
Cost of real estate owned	10,311,817.86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an Increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 06
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual LifeInsurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

— $26,000,000 00 —

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and Incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

ARTHUR L. BATES, - - - - - Secretary.
J. FRANK LANG, - - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. I, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,780,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

The Weekly Underwriter:

AN INSURANCE NEWSPAPER.

VOL. XXXVII. SATURDAY, DECEMBER 31, 1887. No. 27.

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Checks and Money Orders should be made payable to the order of THE WEEKLY UNDERWRITER.

H. R. HAYDEN, President. C. A. JENNEY, Secretary.

IT may not be of much importance to any one else but it is a matter of interest to us that the present number closes the eighth year of THE WEEKLY UNDERWRITER under its present form and management. During that time it has, we believe, made many friends for itself, and we do not doubt that it has displeased quite a number of people. We are glad to know, too, that both its best friends and its bitterest enemies are those who do not always agree with its views. It is inevitable that a newspaper with opinions should attract men who have opinions of their own, but are manly enough to like frank expression of opinions differing from theirs. It is just as inevitable that narrow men cannot tolerate any beliefs or opinions differing from theirs, and those men do not like THE WEEKLY UNDERWRITER. We have hope that they never will like it until they have learned tolerance, and that the other class will grow day by day. We are quite sure that no malice on our part has ever been found in its pages, and that from the beginning until now no one has ever been denied the same liberty to express his opinions in its columns that we claim for the editors. We have always held that a newspaper should not be the organ of anyone to reflect and propagate his opinions alone. We have no rights in the columns of this paper which we do not freely concede to others. And so with a clear conscience both as to those whom we may have offended and those whom we have pleased, we wish all our readers a Happy New Year.

WHENEVER there has been any trouble in life insurance in Hartford, John R. Buck has turned up as the friend of the policy-holder and his attorney. He has not always been able to name the particular policy-holder whose attorney he was, but we believe his credentials have never even been asked for but once. In the beginning of the Charter Oak trouble he appeared before the legislative committee, and was instrumental in securing the appointment of the special commission which did such a grand work for the policy-holders of that company and for life insurance in general. Later he appeared in the examination by a legislative committee of the Continental Life. Later still he appeared again in the Charter Oak matter. It was therefore in accordance with the fitness of things that he should be named by two policy holders in the Continental for receiver of that company. And of course he got the appointment. When a man has played a certain line of characters with such general satisfaction as has attended John R. Buck's appearance as the friend of the policy-holder, it would be folly to "cast" another man in his part. It is greatly to Judge Carpenter's credit that he recognized this. And yet we are rather sorry for Mr. Buck. It is one thing to be the legal champion of the oppressed, it is another thing to administer a shattered estate to the satisfaction of the creditors.

OUR SOCIETY JOURNAL copies the letter of a Canadian agent of the assessment company it represents, and unconsciously, perhaps, discloses the real weakness of the assessment plan, as a reliance for the family. It appears that this assessment society paid a claim in Canada for $5,000 which had cost the insured $178. The agent says that the same amount in a level premium company would have cost $700. If that is true, it is also true that the survivors in the assessment company have got to pay the difference of $522 in future assessments. How long will it be before these additional burdens will become too great for assessments to reach? The natural premium plan is cheaper in the early years of a company, no doubt, but the level premium plan has staying power, and we cannot all of us expect to die when we have only paid for a few years. As age and increasing cares and increasing demands upon the purse come, it is a relief to know that our life insurance is costing less each year rather than more.

THE letter of Weed & Kennedy which we print this week lets in a little incidental light upon a question upon which we have invited Mr. Notman to give us an opinion, but which he does not seem disposed to touch, namely an adequate uncarned premium reserve. Weed & Kennedy offered to take a million of the liability of the Phenix for $750,000. They must have expected to make something out of the transaction, and it therefore follows that in the opinion of two of the shrewdest brokers in New York, to say nothing of their directors, the legal liability of the Phenix, one year ago was some $830,000 more than was required for an actual liability, with a fair margin for profit, and that, consequently, instead of being impaired half a million, the company could have sold out its business and returned its stockholders a dividend of thirty-three and one-third per cent. But it seems that even this offer was not sufficient to tempt the managers of the Phenix.

WE have received the following letter from Messrs. Weed and Kennedy, the managers of the Liberty insurance company. Dated, as this letter was within four days of the close of the year we must assume that it is based on later and more positive information of the actual condition of the company's business than was possible to our informants three weeks earlier:

THE WEEKLY UNDERWRITER of December 24, states that "the Liberty is discussing the problem of creating a surplus by assessments on stockholders or else confronting an impairment at the close of the year."

The statement is untrue.

It is well known that we offered to re-insure a share of the business of the Phenix of Brooklyn. If our offer had been accepted the transaction would have reduced the Phenix liability for re-insurance about one million dollars, but would have reduced its funds only about three-quarters of that sum. The effect on the Liberty would have been exactly the reverse, it would have added about a million to our re-insurance reserve and only about three-quarters of that sum to our assets; and would thus have caused an impairment unless our stockholders had provided the funds in addition to our capital. There was no thought of an "assessment" because there is no power in the board of directors to make an assessment in the absence of impairment. There was, however, a voluntary subscription most cheerfully given, to enable us to carry through the transaction without causing an impairment. As the Phenix people declined our offer our stockholders will not be asked to pay up their subscriptions.

We were not unaware of the offer made to the Phenix by the Liberty, nor ignorant of the fact that the directors of the latter company desired to secure a quarter of a million of dollars to make good the impairment such a re-insurance would make. We were also aware that negotiations were pending to transfer one-half of such re-insurance, and thus give the Liberty a surplus, as it was anticipated that there would be a slight impairment of its capital at the close of the year. It appears by the above letter that we shall have to wait until next year for that. Such an impairment reflects no discredit on any one. It is simply inevitable under our laws unless it is averted by the interposition of that providence which we call luck. We do not see, however, that the letter of Weed & Kennedy bears out their assertion that our statement was untrue, unless the negotiations with the Phenix had failed before our paragraph was written. That re-insurance would have impaired their capital. They had offered to take it, and were therefore confronting an impairment, and would have to submit to an assessment either before the annual statement or after it. They may call it a "voluntary subscription" if they like the term better.

A Few Mistakes Corrected.

WE have had occasion so often to compliment the *Independent* upon its well chosen criticisms of the assessment companies, that we may be pardoned, perhaps, for a few words of dissent from the conclusions which that journal has drawn from what we conceive to be a hasty and imperfect examination of the safety fund certificates of the Hartford Life and Annuity company.

First, there is a misconception as to the company's safety fund itself, which the *Independent* says "belongs to the party of the first part," that is, the company. That is true as a matter of law. The legal title to that fund is in the hands of the company, just as the legal title to the funds of any company is in the company, but in this case as in others it is only the legal title. It belongs to the company "subject to the expressed trusts herein provided." We have got to examine these expressed trusts to find out to what extent the fund belongs to the company.

The trust fund contract is a long one, but it puts in the hands of the trustee, eventually, ten dollars upon every thousand dollars maximum indemnity. When that fund reaches three hundred thousand dollars (which sum it reached some time since) the trustee is to pay over the income to the company, and the company promises to divide it among the holders of certificates of five years standing, to be applied in reduction of assessments. When the fund reaches one million, all future payments, as well as the income, are to be divided in the same manner.

Further, whenever, after the fund shall have reached three hundred thousand dollars the company shall fail to pay the maximum sum named in the certificate for a claim legally established, the trustee shall, upon proper notice of that fact, proceed to distribute the whole of said fund among all the holders of certificates then in force in the proportion which the amount of each of their certificates shall bear to the amount of the whole number of certificates in force.

These are the "expressed trusts" to which the fund is subject, and if any one can discover that there will be anything left of the fund after they are discharged, that residue will undoubtedly "belong to the company" in fact as well as in name. But it would be difficult to frame language which would more effectually dispossess the company of any right or interest in or control of a trust fund. It does not admit of a reasonable doubt that the company can never profit a dollar from this fund.

The object of the creation of this fund was a very simple one. It was to take care of the last man. It is obvious that so long as there are a thousand members who will continue to pay assessments those assessments will pay the losses if they are properly imposed. But when the membership falls below enough to pay losses, if that day ever arrives, what is to become of those remaining. The trust fund answers. Whenever a claim shall remain unpaid the fund is to be divided among the survivors. If that fund is a million dollars it will pay the face of all outstanding certificates. That is all there is of the trust. The income can be used until it reaches a million; after that all additions and income can be used, and when assessments fail to meet maturing claims the fund will be divided and the trust ended, and with it the business of the Hartford Life and Annuity will end.

The *Independent* puts great stress upon the fact that the event which is to bring about the final division of this fund must be either a certificate of the company that it cannot pay or else the final judgment of a court. Well, what would it have? Some safeguards must be thrown around this million dollars, and what other evidence can the trustee have that a valid claim is unpaid, except the judgment of a court or the certificate of the officers of the company? We never knew any insurance claim to be paid unless it was either admitted or established by the judgment of a court.

The *Independent* has fallen into two errors through not having carefully examined its ground. It does not know the amount of this fund, because it is not stated in the New York reports. But it is stated in other reports as being one year ago $485,798.57. The *Independent* also fails to notice that this fund is payable in installments, which is doubtless the reason it is not equal to ten dollars for each thousand of insurance. There are minor errors of fact which show lack of care, such as the statement that the same man has been secretary of the company since the start. The New York reports confute that. But this article has already grown beyond our intention, and something remains to be said.

The *Independent* assumes that this safety fund can in some way be diverted to the use and benefit of the company. We have shown that it cannot. Upon this false theory it has built a superstructure of terrible dimensions. It sees the holders of certificates frozen out by not receiving notice. Well, the contract tells precisely how these payments are to be made and gives thirty days' notice of the

amount to be paid. The practice is to make assessments payable quarterly as well as annual dues. You agree, says the *Independent*, to unlimited assessments. Certainly you do, that is all the assessments necessary to meet death claims. It is suggested that dividends will be paid out of assessments. This is really ridiculous, but perhaps a sufficient answer to this and a number of equally foolish suggestions can best be met by the fact that the company has a capital stock which is certainly liable for any losses sustained by the mal-administration of the affairs of the company.

We are wrong ; that is not the way to meet it. There is no more reason why the management of this company should be dishonest than there is why any other should be, and such insinuations might be made as readily of all life insurance companies. They are beneath newspaper controversy as they are beneath the *Independent*. We must assume, in this world that men's actions are governed by the rules of common honesty.

We come to the defence of this company because we do not wish to have it thought that fair play has ceased to be the governing motive in newspaper offices. We like a fair stand-up fight, and have dealt some as effective blows as we could strike at the principles and some of the representations of this same company. It has not always been just or truthful in its statement of its own case. But that is no reason why we should be unjust or untruthful in assailing it.

We have that faith in life insurance—level premium life insurance—that we believe it will survive long after the assessment schemes are buried and forgotten, and the safety fund has been divided in accordance with the "declared trusts" under which it rests. But we shall not attempt to hasten that day by misrepresenting this or any other assessment company.

A Boston Philanthropist.

IT is related of a man who desired Bible instruction that he took in several miracles, beginning with the story of Jonah, with a perfect and childlike faith. They seemed at times rather large stories, but they were out of his range of knowledge and he could not dispute them. Finally he was asked to accept one which touched a familiar subject, and that appeared so gross an exaggeration that he repudiated the whole, even to the fish story.

So we, with unquestioning faith have accepted Mr. Edward Atkinson's statistics. We took in his comparative chart of the areas, etc., of different countries, we swallowed his rather strong stories of the cost of living—stories that did not accord with our grocery and provision bills—we wept with him over the woes of the unprotected American hens who are obliged to furnish so large a proportion of the food of New England factory villages in competition with the pauper hens of Europe. But when Mr. Atkinson drops into insurance statistics, as he did recently in Philadelphia, he is so inaccurate that we are disposed to discredit all his other statistics, and to conclude that he is no true descendant of Gradgrind.

Mr. Atkinson is reported as having told his Philadelphia hearers :

> In the last ten years all the mutual factory insurance companies in New England have been joined in one association. It has pressed the automatic sprinkler into use. The premiums have not been much reduced, but the dividends have been seventy-five per cent. of the receipts, so that the cost of insurance has been from twenty to twenty-five cents on each $100 insured.

The Massachusetts insurance reports show that during the past ten years the gross income of the Massachusetts Manufacturers' Mutuals was $13,273,480 and their losses and expenses were $4,329,909 being thirty-two and six tenths per cent., which does not really leave seventy-five per cent. to divide. There is another point in this which should not be disregarded. "The premiums have not been much reduced," says Mr. Atkinson, but the dividends have been large. It is certainly not foreign to the knowledge of most men who have had to do with insurance in the past ten years, that stock premiums have been very materially reduced in that time. If the Manufacturers' Mutuals have relied upon dividends instead of reductions in premium to hold their business they cannot honestly claim the entire result as a gain. Any company can make large dividends if the premium is large enough. Mr. Atkinson further says in reference to the Pennsylvania law :

> The law of your state now makes it a crime for you to join this profitable combination. In point of fact, I, as the president of this company, am merely an agent, whose duty it is to save, not to make. I have transacted no business in Pennsylvania, but Pennsylvanians have transacted business with me in my office in Boston. It might become necessary to visit and inspect your property in Pennsylvania. This has been declared an offense by a subordinate court in your state. The case has been appealed to your supreme court, and will, if necessary, be appealed to the supreme court of the United States. According to your law, it would be a crime for you to come to Boston and take out a policy with us. This law, if enforced, will cost the Pennsylvania members of the New England Mutual insurance combination from $75,000 to $100,000 extra a year for insurance.

We are not entirely clear upon the constitutional question involved, although inclined to side with Mr. Atkinson on the question of individual right. But Mr. Atkinson and everyone else knows that he is simply whipping the devil around a stump. He is not in Philadelphia upon a patriotic errand, trying to enlighten the darkness of the members of the Manufacturers' Club, but he is there touting for business for the companies which he represents, and trying to tell the manufacturers how they can evade the revenue laws of Pennsylvania,

If we were to translate his "lecture" into drummers' English, it would read, "I am the president of the Boston Manufacturers' Mutual, and the head of an association having for its objects the elimination of middlemen, the evasion of all tax laws, and by these means the further object of reducing the cost of fire insurance. I cannot solicit your business here, but if you will ask me to send an inspector to examine and make a diagram of your property, when he reports I will tell you just what we can do, and I think we can manage to save the manufacturers of Pennsylvania at least a hundred thousand dollars a year, and beat the state out of four thousand dollars in taxes. But we will have to be careful, or the myrmidons of the law will get hold of us. And so I don't ask for your business, I merely lecture. These laws, I remark are unjust and oppressive, and were enacted at the suggestion of the narrow minded rascals who comply with your laws and pay taxes."

This is a fair paraphrase of Mr. Atkinson's harangue. He is masquerading as a philanthropist and statistician in insurance. We believe that he is a Pecksniff in the one and a charlatan in the other, and we have no great respect for either character.

Facts and Opinions.

WITH the New Year the Connecticut Mutual Life insurance company makes a new departure in its policy contracts, which is to put all its limited premium Life policies upon the same footing with regard to cash values as the ordinary life. It will also issue endowment policies payable at either seventy or seventy-five, with either annual or limited payments and with similar provisions. The company has also revised its tables of paid-up insurance. The Connecticut Mutual's policy is, in many respects, a model contract, about which there need be no misunderstanding. The application is made part of the policy, and the tables of cash values and paid-up insurances are also printed with and made part of the contract. There are some minor changes in the policy form tending to make it more concise and at the same time more explicit. We quote from the circular of the actuary announcing these new forms:

The company will issue, on and after January 1st, 1888, new forms of policy contracts, covering life policies with premiums payable in ten, fifteen, twenty and twenty-five years, and during life; endowment policies maturing at the ages of seventy-five and seventy with premiums payable in ten and twenty years and during the term of the policy; and endowment policies maturing in ten, fifteen and twenty years with premiums payable during the term. All these forms become paid-up insurances, by their terms, without surrender or care on the part of the parties in interest, upon non-payment of a premium when due after the payment of from two to four annual premiums as may be required, and the amounts of such paid-up insurances are printed upon the contract and made a part of it. All of them, except the endowment policies maturing in ten, fifteen, and twenty years, may be surrendered for a stipulated cash value at the end of ten years, or at the end of any subsequent successive period of five years, which cash value is also printed on the contract and made a part of it.

All life policies are of the same general form, differing only as to the payees and correspondingly as to the fifth condition, and as to the term of payment of premiums and correspondingly as to the paid-up and cash values. The endowment policies differ in like respects, and also in that the endowment policies maturing in ten, fifteen and twenty years have no cash values prior to maturity.

AT the annual meeting of the directors of the North American insurance company of Boston, held in that city on December 21, President Albert Bowker was unanimously re-elected. Mr. Bowker then handed the directors the following letter:

GENTLEMEN:—Having been unanimously elected president of the North American Fire insurance company, and the North American insurance company, thirty-six consecutive years, and being conscious that my personal interests demand more of my attention, I hereby decline a re-election. I also respectfully resign the office of director to which I was unanimously elected by the stockholders yesterday.

Yours respectfully, ALBERT BOWKER.

The directors then passed the following resolution:

That the directors of this corporation desire to express their high appreciation of the long, faithful and devoted services of Mr. Bowker, who has served this company as its originator and president continuously since its organization in 1873, and also president of the corporation of which this is the successor for more than fifteen years, upon his declining to serve them any longer on account of the pressure of his private affairs. And the directors further desire to tender him their best wishes for his future well fare and happiness.

Mr. Bowker was the Nestor of Boston insurance men. On October 4, 1848, he organized the Maverick Mutual Fire, of East Boston, and was the president of it. On March 8, 1851, that company was merged into the North American Fire, of Boston, Mr. Boker being also president of that. He remained president until the company was wiped out by the Boston fire in 1872, Mr. Bowker losing $50,000. He organized the North American in December, 1873, again being made president, remaining in that office until the late annual meeting. Mr. Silas Pierce, of the wholesale firm of S. S. Pierce & Co., has been elected to succeed him. Mr. Pierce was chairman of the finance committee and has been a director for years. At a meeting of the stockholders yesterday, Mr. Eugene E. Patridge, secretary of the company for fifteen years was elected vice-president and treasurer. Mr. Patridge has been connected with the company for twenty-four years. Mr. Charles E. Macullar, head clerk of the company, was elected secretary. He has been connected with the company for some fifteen years.

THE New Hampshire Fire Underwriters Association is a syndicate composed of three stock and three mutual companies of that state: to wit, the Capital Fire, Underwriters Fire, Guaranty Fire, Manufacturers and Merchants Mutual, Dover Mutual Fire, and Phenix Mutual Fire insurance companies. The manager has issued a circular "to agents and brokers" announcing that the association will enter the field for outside business—presumably underground—on January 1. He says: "We shall commence writing policies outside of New Hampshire, January 1, 1888, in the northern and western states, on such manufacturing and mercantile risks (at full tariff rate only) as are written by the leading companies. Our lines will be from $6,000 to $10,000 on a single risk." The cash capital of the three stock companies is less than $100,000.

THE movement to establish an Insurance Institute in London is well underway, and received an impetus from a large meeting held December 14, in which many prominent fire underwriters participated. The objects of the proposed institute are stated as follows:

To provide for technical education in all matters relating to or bearing upon (fire) insurance by means of a reference library and reading room, a lending library, the reading of papers by competent persons, the awarding of prizes for papers upon suitable subjects, the publication and circulation of such papers, the examination of juniors for such offices requiring such examination, and generally to take such steps as may from time to time in the opinion of the council be best calculated to promote the interests of the profession and of the members of the institute.

IT was reported late in the week, that the Washington Fire and Marine insurance company of Boston would re-insure and retire from business about the first of the next year. Upon inquiring at the New York office of the company, the information was given that the question of re-insuring the marine business of the company, which has not been profitable during the past year, was being considered by the directors, but that as to the fire business the company stood very well, and it was not probable that that branch would be interfered with.

THE Maryland insurance department has filed a complaint against the Commercial Fire insurance company of Baltimore, which was organized last April with a capital, as claimed, of $100,000, The department alleges that the statement and evidences of the payment of the capital stock are to a large extent untrue. It is not likely that the company will survive the inquiry.

A WILD-CAT from Texas has taken up its residence at Shreveport, La., and has sent out circulars from that place soliciting business. It has assumed the name of the Southern Home insurance company. Having treated the laws of Louisiana with supreme contempt, the insurance department of that state has gone for it with celerity.

THE bonds of the receivers of the Continental Life of Hartford, appointed last week, were $75,000 each. The creditors of the company are requested to present their claims in writing to the receivers before July 1, 1888, each creditor to be notified by mail.

THE Factors and Traders of New Orleans, of which T. J. Temple & Co. are the New York city representatives, will retire from the agency business and re-insure a part of its agency risks.

THE London office of the Insurance Company of North America has been established at No. 2, Royal Exchange Buildings, under the management of W. H. Spiller.

AN attempt is being made to organize a new mutual in the City of New York, to be called the Manhattan. The prospective manager is Mr. G. B. Delamater.

The report that the Council Bluffs insurance company of Iowa is to go out of business is denied by the directors, who, however, promise "greater conservatism."

IN Galveston, Tex., an attempt has been made to organize a Lloyds to do an insurance business on the plan of individual underwriters.

THE Property Owners insurance company, with a paid-up capital of $100,000, is projected in New Orleans.

Personals.

AGENCY APPOINTMENTS.

Continental of New York: D F. Holden, Palmer. Mass.; Lockey & Allison, Fitchburg, Mass, O. B. Chadwick, Peabody, Mass.; J. W. Grover, special agent for New England, with headquarters at Boston.

German-American: A. L. Barbour, West Newton, Mass.; W. T. Storer, Boston, Mass.

Girard Fire & Marine: W. H. Page, Haverhill, Mass.

Hamburg-Bremen: Fred. Krause, Boston, Mass.

Insurance Company of North America: Bicknell & Robinson, Boston, Mass.

National Fire of Hartford: Holbrook & Fox, Boston, Mass.

Norwich Union: Lewis G. Lowe & Son, Bridgewater, Mass.

Queen of Liverpool: Benjamin Bevier, special agent for Pennsylvania; F. S. Tyler, special agent for New York.

Messrs. Frame & Hare of New York, cease to be partners on January 1 Mr. Hare will retain the United States branch management of the Norwich Union of England. Mr. Frame will take the eastern general agency of the American Fire of Philadelphia, while the agency's metropolitan business will go to Frame & Shade, a new firm composed of E. P. Frame and C. E. Shade.

Messrs. S. M. Moore & Co., the Chicago local agency firm, will be dissolved January 1. by the retirement of Mr. S. M. Moore. The remaining partners will continue the agency business under the firm name of Webster & Wiley, Mr. Moore goes out of the insurance business.

Mr. Sidney M. Hedges, of the Boston Life insurance firm of Hedges & Hodges, has been elected president of the Central Club of Boston, one of the leading clubs of that city.

Mr. Walter F. Wilkins, member of the firm of Thomas L. Obrion & Co., Boston insurance brokers, leaves that concern January 1, to enter into the agency business individually.

Messrs. Tay & McFarland, of Boston, Mass., a new insurance agency firm, have secured the following companies: Union of Philadelphia, Sun Fire Office, Teutonia and Continental.

Mr. E. D. Palfrey, of the New Orleans agency firm of Palfrey Brothers, has made an assignment for the benefit of his creditors.

Mr. A. M. Thorburn has been appointed secretary and Mr. Kohler assistant secretary of the German-American of New York.

Mr. George W. Burchell has been appointed assistant manager of the United States branch of the Queen of Liverpool.

Miscellany.

Review of the Year 1887.

FIRE INSURANCE.

The fire insurance business of 1886, disclosed a small profit in the aggregate, though some few companies made no money. The general opinion of the business of 1887 is that there will be a loss in the aggregate, although some few companies will show a profit. Indications are not wanting to bear out this general opinion. The serious impairment disclosed by official investigations in several companies, and the retirement of others from business show that the year has not been a satisfactory one. Indeed the managers of leading companies do not hesitate to say that they have lost money. Well, that is one of the chances of the business, and fortunately all the companies worth saving are strong enough to stand a great deal of adversity, especially when, as in the present case it is adversity of their own making.

The break-up of the Metropolitan Association, and with it the loosening of other ties elsewhere has been credited with much of the misfortune of the year, while the excessive losses in New York city and vicinity have helped on the disagreeable ending. Nothing but the annual statements can give an adequate measure of the results of the year's underwriting and the extent of the losses.

As to the failure of the combinations attempted, there seems little doubt that any combination of underwriters must prove of an ephemeral character. That they have been so in history, and that what has been will be who can doubt?

The New York Tariff Association, whose active work was superseded for a brief period by that of the Metropolitan Association, has, since the collapse of the latter, again essayed the task of fusing together the incongruous elements that go to make up New York underwriting, but with very indifferent success. The broker is the most convenient scapegoat for the troubles of underwriters, but no one seems ready to load him up and drive him forth to sacrifice. We suspect that if it were not the broker it would be something else. There are a good many underwriters after a risk in New York and they cannot all of them get it.

The Alliance, of London sent a representative here early in the year, but the breaking up of the "compact" caused the company to reconsider its determination to plant agencies here, and its representative, Mr. Lawrie, returned to England. He has since become manager of the Fire Insurance Association of London.

Notwithstanding the gloomy outlook the year has not been barren of new ventures in underwriting a list of which will be found below.

It is rather early to publish the results which will follow the plan of the New York Board to reduce rates on protected risks, but it looks like a movement in the right direction. The brokers are said to dislike it, which is certainly in its favor.

Some interesting events happened during the year by way of interchange of insurance indemnity between the two great branches of the English speaking race. Three prominent American companies returned the compliment which Britain has so lavishly bestowed here, and opened branch offices in London. These were the Hanover Fire of New York, and the American Fire and Insurance Company of North America, of Philadelphia. Upon their success in this venture depends whether the great American underwriting corporations become as numerous in the United Kingdom as British companies are numerous here. Other events connected with the international insurance alliance, were, the addition of $300,000 to the assets of the Lancashire in this country, and the removal of the United States branch office of the Sun Fire Office from the rural village of Watertown to the metropolis. It may be mentioned in this place that several California companies established agencies during the year in the Chinese sea coast cities.

The underground business continued to plague the insurance departments and in not a few instances swindle the confiding persons who bought its protection. It will be seen by the tabular report below that a number of companies engaged in this predatory business failed, and were discovered to be hollow shams. The folly of seekers of "cheap" insurance and the rapacity of unscrupulous agents and brokers in this country, have encouraged the creation of wild-cat enterprises abroad for operations here and there has been no time that the policies of less than a half dozen foreign wild-cats have not been offered by circulars to the unwary. Our pages during the past year can be scrutinized for the names of these British and Continental frauds, which have in most instances already collapsed. The following is a record of the official changes in the companies during 1887.

OFFICIAL CHANGES IN COMPANIES IN 1887.

Alliance of New York, (new) James Yercance elected president, and Armstrong Maltbie secretary,

American Fire of New York, David Adee vice-president, and W. H. Crollus secretary.

Anglo-Nevada of San Francisco, C. Farnfield vice-president, Z. P. Clark secretary.

Austell Fire of Atlanta, Ga., (new) W. W. Austell president, and Dan B. Harris secretary.

Baltimore Fire, W. C. Pennington elected president, succeeding Henry S. Taylor, deceased.

Birmingham Fire of Pittsburgh, E. G. Scholze secretary, succeeding William Ruske resigned.

Broadway of New York, E. B. Magnus president, succeeding H. M. Forrester, resigned, Isaac Collard secretary.

China Mutual of Boston, George L. DeBois president, succeeding Wm. Perkins, deceased, E. A. Poole secretary.

Citizens Fire of Evansville, Ind., (new) William Heilman elected president, and J. M. Dodd secretary.

Citizens of Cincinnati, Charles F. Runk secretary, succeeding J. B. Abernathy, resigned.

Citizens of Pittsburgh, J. Ross Snively secretary, succeeding Walter Morris, resigned.

Druggists National Fire, (new) Robert Shoemaker elected president, and Edward H. Hance secretary.

Fire Insurance Association of London, T. W. Letton appointed United States branch manager, succeeding Frank Lock.

Fire Insurance Co. of the County of Philadelphia, Charles R. Peck secretary and treasurer, succeeding John W. Dulles, resigned.

Franklin Fire of Indianapolis, J. M. Newburger elected president, succeeding Gabriel Schmuck, resigned.

German-American of New York, George P. Paterson, Jr. elected third vice-president, A. M. Thorburn secretary.

Globe Fire of New York, James S. Eadie secretary, succeeding Edgar E. Holley, deceased.

Humboldt of Pittsburgh, A. H. Trimble secretary, succeeding R. C. Oehmer, resigned.

Insurance Company of the State of Pennsylvania, A. B. Earle secretary, succeeding J. H. Hollingshead, resigned.

Kenton of Covington, Ky., U. F. Moss secretary, succeeding George Coker, resigned.

Lafayette Fire of Brooklyn, Samuel Van Wyck president, succeeding Hubert Giroux, deceased; J. P. Slartss secretary.

Liberty of New York, (new) George A. Morrison elected president, H. J. Fairchild, vice-president, E. R. Kennedy, second vice-president, Samuel R. Weed secretary.

Liverpool and London and Globe, Henry W. Eaton appointed United States branch manager, succeeding J. E. Pulsford, resigned.

London Assurance Corporation, George H. Marks appointed United States branch manager, succeeding James May Duane, resigned.

Long Island of Brooklyn, George H. Hope elected vice-president and manager.

Manchester City Fire of Manchester, N. H., (new) William J. Hoyt elected president, and L. B. Clough secretary.

Manufacturers and Merchants of Pittsburgh, W. T. Adair secretary, succeeding John D. Henry, resigned.

Mercantile Fire and Marine of Boston, James Simpson secretary, succeeding Benjamin F. Field, resigned.

Merchants Mutual of Baltimore, Decatur H. Miller president, succeeding George B. Coale, deceased.

Michigan Fire and Marine of Detroit, Eugene Harbeck, secretary, succeeding E. C. Preston, deceased.

Mutual Fire of New York, William F. R. Mills secretary, succeeding P. B. Armstrong, removed.

Nassau Fire of Brooklyn, William T. Lane president, succeeding T. B. Jones, deceased, Thomas M. Harris elected secretary.

National Fire of Hartford, James Nichols president, succeeding Mark Howard, deceased, E. G. Richards secretary.

North American of Boston, Silas Pierce, president, succeeding Albert Bowker, resigned. Eugene E. Patridge elected vice-president and Charles E. Macullar, secretary.

North British and Mercantile of London, Samuel P. Blagden sole United States branch manager, Charles E. White retiring.

North River of New York, Frederick H. Crum secretary, succeeding Leonard Warner, resigned.

Northwestern National of Milwaukee, Alfred James elected president, succeeding Alexander Mitchell, deceased.

Packers and Provision Dealers of Chicago, Charles Counselman president, succeeding Henry Botsford.

Phenix of Brooklyn, George H. Sheldon vice-president, succeeding William R. Crowell, resigned.

Prescott of Boston, Francis H. Stevens president, succeeding Franklin Greene, resigned, F. A. Wetherbee secretary, succeeding W. C. Harris, resigned.

Prudential Fire of New York, (new) John D. Cutter elected president, George L. Dale vice-president, A. P. M. Roome secretary.

Savannah Fire and Marine, (new) William Garrard elected president, and W. H. Daniel secretary.

Teutonia of Allegheny, Pa., Charles W. Gerwig secretary, succeeding H. F. Eggers, resigned.

Union of Buffalo, Henry Hellriegel president, succeeding Joseph Churchyard, deceased.

Virgina State of Richmond, Va., T. W. McCance president, succeeding John L. Bacon, deceased.

Washington Fire of Baltimore, Samuel Worthington secretary, succeeding Lewis H. Cole, deceased.

Washington Fire and Marine of Boston, Frank E. Sweetser president, succeeding Isaac Sweetser, deceased; S. A. Ranlett secretary, succeeding A. W. Damon, resigned.

COMPANIES ORGANIZED AND BEGAN BUSINESS IN 1887.

Companies.	Paid Up Capital.	Authorized or Nominal Capital.
Alliance Insurance Association, N. Y.	$200,000	.....
Columbia Fire and Marine, Portland, Oregon	.....	$500,000
† Commercial Fire, Baltimore	.....	100,000
Liberty, New York	1,000,000	.....
Manchester City Fire, Manchester, N. H.	50,000	200,000
New Hampshire Fire Under'ters Asso. Concord	10 000	.....
Savannah Fire and Marine, Savannah, Ga	105,825	200,000
Portsmouth Fire Association, Portsmouth, N. H.	50,000	200,000
Prudential Fire, New York	200,000	.....
Wytheville Ins. and Banking Co., Wytheville, Va	85,000	100,000
Total	$1,700,825	.....

† The insurance commissioner of Maryland has filed a complaint against this company alleging fraud.

The Druggist's National Fire, a mutual company, with a guarantee fund of $100,000, began business in Philadelphia. The only Foreign company admitted in the eastern states during the year was the Mannheim of Germany, to do a marine and inland business.

COMPANIES PROJECTED OR ORGANIZING.

	Proposed Capital.
City Fire, Concord, N. H.	$200,000
Empire State, Rochester, N. Y.	200 000
Gen. Stark Fire, Manchester, N. H.	50,000
Georgia Fire, La Grange, Ga.	no report
German-American, Detroit, Mich.	250,000
German, Sioux Falls, Dak	15,000
Kansas City Fire, Kansas	*250,000
Marietta, Marietta, Ga.	no report
New England Fire, Manchester, N. H	500,000
Northwestern Fire, Des Moines, Iowa	90,000
Property-Owners, New Orleans	100,000
Prudential Fire, Boston	200,000
Southern Home, Shreveport, La.	†no report
Southern Phœnix, Atlanta Ga	no report
Texas Fire, Dallas, Tex	500,000
Waco, Waco, Tex	200,000
West End Fire, Baltimore	100,000
Total	$2,655,000

Some of the above have been chartered for business; others will probably never materialize. There are "Cutter" or "prudential" companies, like the two Prudential insurance companies already organized in New York and Boston, incubating in Cincinnati, St. Louis and other cities. The Guaranty Mutual of Savannah, and the Georgia Mutual of Savannah were incorporated by the Georgia legislature in 1887.

*This is the Kansas City Mutual now existing which has filed a charter to become a stock company. †Not authorized under laws of Louisiana, probably a wild-cat.

INCREASE OF CAPITAL IN 1887.

Companies.	From	To
Atlanta Home, Atlanta, Ga	$160,000	$180,000
Capital Fire of Concord	25,000	50,000
Commonwealth, New York	300,000	500,000
Detroit Fire and Marine, Detroit, Mich	300,000	350,000
Michigan Fire and Marine, Detroit	200,000	400,000
Jersey City, Jersey City, N. J.	200,000	250,000
Springfield Fire and Marine, Mass.	1,000,000	1,250,000
Union, Philadelphia	375,000	500,000
Virginia Fire and Marine, Richmond	250,000	500,000
Total	$2 510,000	$3,900,000

The Capital City of Montgomery, Ala., was reported as having voted to increase its capital from $137,990 to $200,000.

REDUCTION OF CAPITAL IN 1887.

Companies.	From	To
Factors and Traders, New Orleans	$700,000	$400,000

COMPANIES CEASED DOING BUSINESS IN 1887.

Companies.	Paid Up Capital.	Re-insured by
Alabama, Mobile, Ala	$25,000	Failed.
American Exchange, N. Y ...	200,000	German-American, N. Y.
Birmingham, Birm'gh'm, Ala.	100,000	Macon, Macon, Ga.
Brooklyn Fire, Brooklyn, N.Y.	153,000	American of Newark.
Citizens, Mobile, Ala.....	25,000	Failed.
Clinton Fire, New York.....	250,000	German-American. N. Y.
Fargo of Dakota, Fargo, Dak.	Nominal	Failed.
German-American, N. O.....	Nominal	Failed.
Iron and Oak, Birm'gh'm, Ala.	Nominal	Failed.
Lincoln, Lincoln, Neb	Nominal	Failed.
Louisiana, New Orleans	Nominal	Failed.
Mechanics Fire, Brooklyn.....	250,000	Alliance, N. Y. Commercial Union of London.
Memphis City Fire, Mem., Tenn	250,000	North British and Mercantile.
Merchants Mutual, Baltimore*	200,000	Washington F. & M., Boston.
Monarch, Des Moines, Ia... ..	Nominal	Failed.
Montauk, Brooklyn.....	200,000	Niagara Fire. N. Y.
Northwestern, Duluth. Minn..	100,000	Commercial Union of London.
Ohio Val F., Wheeling, W. Va.	Nominal	Closing up.
Peoples, New Orleans.....	100,000	Closing up.
Royal, Birmingham, Ala.....	Nominal	Failed.
Sterling Fire, New York. ..	350,000	Exchange Fire, N. Y.
Transcontinental F. & M., Dak.	Nominal	Failed.
Total	$2,203,000	

In addition to the retired or failed companies in the above list three mutuals may be added, the Spinners Mutual Fire of Boston, the North Star Mutual of St. Paul, and the Mutual Fire of Philadelphia. The last two did an underground or wild-cat business. The Dauntless of Philadelphia, a wild cat, was closed up by the Pennsylvania insurance department.

Several of the failed companies were wild-cats. The liabilities of the Fargo of Dakota, were about $200,000, assets nominal. Monarch of Des Moines, liabilities $134,000, assets sold for $3,415; Lincoln of Nebraska, liabilities $75,000, assets *nil*. Royal of Birmingham, liabilities $137,320, assets $3,000.

*Inland & Marine Company.

LIFE INSURANCE.

The figures of new business for the year 1887 will show an increase over those of 1886, and probably a very marked increase. We believe it is true that nearly all the companies are doing all the business they care to do, it being difficult for a moderately small company to properly care for a large increase without unduly enlarging its expense account. We believe, too, that there will be found to be a smaller percentage of lapses than usual. We are growing out of the medieval notion that an armed guard, or at least severe penalties are necessary to keep people in, and it is found to be true that if one can get out at any time without loss he is more apt to stay in. We believe it to be true in the experience of 1887, that the companies granting the most liberal surrender values have lost the least from surrenders.

So far as we can learn there will be scarcely an exception, if any, to the general rule that the business in force will exceed that at the close of 1886. The gain in some cases will be slight, but will mark an upward tendency.

The Mutual Life Insurance Company of New York early in the year decided to pay all claims at once on satisfactory proof of death. The tendency for years has been in this direction in spite of the admitted failure of the premium to provide for such payment. The theory upon which the business is based is that all deaths occur at the close of the policy year, and actuaries have claimed that a special reserve should be put up by companies that pay immediately upon proof of death to offset the loss of interest upon such payments. But the practical underwriter laughs at fine-spun theories and goes on his way liberalizing his policy in various ways which are a grief and a source of alarm to the mathematical mind.

The Penn Mutual Life, recognizing the growing insurable value in the lives of women as the working sphere of the sex enlarges, has appointed female medical examiners, hoping thereby to secure for female risks a better examination. Notwithstanding the superior vitality of women nearly all companies have lost money by insuring them, and the Penn Mutual's experiment will be watched with much interest, as tending to prove whether or not previous failures have been due to ineffective medical examinations.

The stockholders of the Ætna Life bought up the charter of an accident company which had fallen into a state of "innocuous desuetude," and are now putting up a capital for it with the view of going into the accident business. An amendment to the Ætna's charter permits it to do an accident business, but the laws of some of the states, notably New York, prohibit Life companies from doing an accident business, and so the Ætna has secured this charter and organizes a separate company. The business will probably go into the hands of Ætna agents.

The American Life insurance company of Philadelphia, which had been in a moribund condition for many years, changed hands during 1887, and with the advent of Senator McFarland as president, has determined to enter the field as a competitor for business. Curiously enough it has undertaken the industrial branch, a business which contains more pitfalls for the unwary than any other branch of life insurance. Entering the lists in this branch speaks well for the courage of the new management. The question of good judgment must be relegated to the future for an answer.

We have two retirements of Life companies to chronicle this year, the Homœopathic and the Continental. The former is being wound up by its managers and the latter by receivers. Both companies have long been in a lingering condition and their recovery or death was a matter of very general indifference in insurance circles.

Life underwriters associations, after the Boston pattern, have been organized in New York, Philadelphia, Providence and Indianapolis. The work of these associations has now become so well-known in its general characteristics that it needs no special comment in this review.

The enforcement in Massachusetts of the law regarding resident local agents, and the arrest for its violation of a number of peripatetic life agents created quite a breeze, but the sober second thought came in time to save the credit of both agents and companies for good sense, and with the payment of the fines imposed the trouble ended in diplomatic expressions of good will, and probably with a resolve on the part of the agents to keep out of the reach of Massachusetts law.

The Connecticut Mutual Life insurance company has furnished its quota, certainly, to the literature of life insurance. Actuary Wells contributed a paper on the proper basis for life insurance reserves, to the columns of THE WEEKLY UNDERWRITER, and carried on quite a long and interesting discussion in the columns of the Boston *Commercial Bulletin*, of the new Massachusetts law for the valuation of life insurance assets. Vice-President Taylor, of the same company, published a pamphlet with the title of "The Medical Examiner in Life Insurance," which has received a great deal of attention and warm encomiums from those who have had the opportunity to examine it. It was a discussion of the legal points involved in the answers of applicants to the medical examiner, and the attempt to make such answers warranties. Mr. Taylor's conclusion, after a careful examination of the authorities is, that all the law will require is that the answers shall be full and fair so far as the knowledge of the applicant can make them so, and that there shall be no concealment that would be material to the risk. Professor McCay's articles in the *Spectator* on proposed changes in the method of distributing life insurance profits have been put into pamphlet form for the more convenient study of those interested in the subject. An article in the *Popular Science Monthly* with the title of "Lawsuit or Legacy" attracted considerable attention, not so much on account of its literary merit as from the virulence of the writer, who, it turns out was a woman. The respectability of the magazine which published the article gave it an importance which its character little deserved.

A few other incidents connected with the life and accident business of the year were: the increase of the Ætna Life's capital stock from $1,000,000 to $1,250,000, the chartering of the Peoples Industrial of Norwich, Conn., with $100,000 capital and the reported organization of the Southern Accident insurance company of Richmond, Va., and the Star Life insurance company of Cleveland, O. None of these new companies have yet appeared in the field. The usual number of co-operatives collapsed, the Mutual Trust Fund Life Association of New York being the most notorious, and meanest example of the universal rule.

OFFICIAL CHANGES IN LIFE, ACCIDENT AND SURETY COMPANIES IN 1887.

American Life of Philadelphia, John J. McFarland president, succeeding George W. Hill.

American Surety Company, Daniel B. Sickles elected treasurer, and F. F. Nugent secretary, vice Sickles.

Equitable Accident of Cincinnati, F. X. Reno elected president, and David Gibson vice-president.

Fidelity and Casualty, George F. Seward elected vice-president.

Life Insurance Company of Virginia, George Thornton resigned as vice-president.

Maryland Life of Baltimore, William H. Blackford president succeeding George P. Thomas, deceased.

Metropolitan Life of New York, Charles John Harvey, F. I. A. appointed consulting actuary.

Metropolitan Plate Glass of New York, E. H. Winslow secretary, succeeding John H. Taylor, deceased.

Southern Accident of Richmond, (new) S. S. Elam elected president, and Louis Upsher secretary.

Union Mutual Life of Maine, Arthur L. Bates secretary, succeeding Henry D. Smith, resigned.

In what has come to be termed "miscellaneous insurance," to distinguish it from fire, marine, life and accident insurance, there was chartered by the Connecticut legislature the Hartford Plate Glass and Guaranty Company, with $100,000 capital. In Cleveland, O., the organization of the Ohio Fidelity and Accident insurance company with $200,000 was reported. Neither of these companies, however, has begun business. The Mary-

land Plate Glass insurance company of Baltimore, died a "boriling." Another dead "miscellaneous" of the year, was the Minnesota Live Stock of Minneapolis. The Hartford Steam Boiler Insurance and Inspection Company increased its capital stock from $250,000 to $500,000.

The sensation of the year in legislation was the revision of the Massachusetts insurance laws by Commissioner Tarbox, and the adoption of the revision, practically as he made it, by the legislature. It is expected that an attempt will be made to repeal certain portions of this law at the coming session of the legislature. Information has been gathered by the present commissioner to enable the legislature to determine whether the law needs a change, especially in regard to the rule for valuing assets, which is somewhat ambiguous, and capable, unless it is made more clear, of great abuse. Valued policy bills were introduced in nine legislatures this year and defeated in all, while the repeal of these laws in Wisconsin and Ohio was attempted without success.

Bills were also introduced in a large number of states to prohibit insurance companies from making combinations to control rates, and in Michigan the bill became a law. Laws to regulate assessment companies were passed in Colorado and in Michigan. Connecticut passed one of the worst laws of the year, authorizing the insurance commissioner to apply for a receiver for any life insurance company whose methods of business are unsatisfactory to him. New York repealed the franchise tax of 1880 on life insurance companies, a law of such doubtful constitutionality that it has never been enforced. Pennsylvania passed a law reducing the tax on insurance companies one-half, but through the failure of the presiding officer of the senate to sign it, it failed to become law. Georgia adopted a general insurance law.

On the whole the good and evil are pretty well balanced in insurance legislation; the good consisting, as usual, of repeals of existing laws, and the bad of new laws passed. When we can reach a year that will be all repeal we shall be on the high road to model insurance legislation.

In the law courts the most notable cases of the year have been the United States supreme court cases denying the constitutionality of the Sweeney law in Iowa, which forbids the removal of causes from the state to the federal courts, and affirming the opinion of Judge Dyer of the lower court that suicide committed when the self-murderer is insane is an accident within the meaning of the insurance policy. In the interesting case of the Fire Association of Philadelphia against its Cincinnati agents, the Messrs. Law, the United States circuit court decided that an agent has no interest in the business of his principal, though he may have created that business, when the agency terminates. In a Massachusetts supreme court case in which the Equitable Life was involved, it was held that a tontine policy-holder, at the close of his tontine period, is entitled to an accounting of the fund in which he is to be a sharer. The federal courts in Iowa and Missouri both decided for the Connecticut receivers of the Charter Oak Life, in holding that local receivers have the right to distribute the assets of a bankrupt insurance corporation for the benefit of all the creditors thereof. Some notable suits against Life companies were also concluded. The Mutual Life paid the long contested claim of Mrs. Waekerle, and several companies which had fought the Dwight claims consented to a compromise, while others continue to hold out.

The session of the National Insurance Convention at Niagara Falls in September brought together an unusually full attendance of officials, and the discussions were not without value. That which attracted most attention was on the report of a special committee on the rate of interest and valuations of life policies. The convention wisely decided that no action was necessary on either of these matters. The most spirited debate of the session, however, was on the resolution that the cost of examinations of insurance companies ought to be paid by the states and not by the companies. The resolution was voted down, but we have reason to know that some who voted against it have since seen a "light," and are prepared if it comes up next year, to change their votes. The resolution was a blow aimed at one of the worst abuses of state supervision, and should have passed.

Death and politics were accountable for a number of changes in the personnel of the insurance departments. Commissioner Tarbox, a conspicuously able and conscientious official, died, and was succeeded by Maj. Merrill. Messrs. Kemp of Ohio, Foster of Texas, Wilder of Kansas, and Bucklin of Rhode Island, new men, came into the departments, while some of their predecessors went into the insurance business.

DEATH ROLL OF 1887.

The following is a list of persons connected with the business of insurance in its several forms, who died during the year 1887.

Allen, Gerard B., ex-president of the Covenant Mutual Life of St. Louis, died in July.

Bacon, John L., president of the Virginia State Fire of Richmond, died August 22, aged 76.

Baldwin Jesse G., president of the Peoples Fire of Middletown, Conn., died of consumption, April 5, aged 83.

Ballard, Frank W., editor of the insurance department of the New York *Commercial Bulletin*, died of pleuro-pneumonia, April 23, aged 60.

Barclay, Thomas, secretary of the Mobile Life insurance company, died at Mobile, Ala., suddenly, July 20.

Beau, William H. W., fire agent at Portland, Me., died of congestion of the lungs, July 23.

Behrens, Thomas H., special agent in Texas of the Liverpool and London and Globe, died at San Antonio, of consumption, in June.

Bingham, Thomas W., agent at Canajoharie, N. Y., died February 11, aged 58.

Bodine, John, vice-president of the Park Fire of New York, died of heart disease, April 2, aged 79.

Bovee, Charles, special agent of the New England Mutual Life, died at Peoria, Ill., May 3, aged 48.

Bradford, Lewis J., president of the Fitchburg Mutual Fire of Massachusetts, died August 23, aged 79.

Briggs, Lyman W., ex-vice-president of the Fidelity and Casualty and of the American Surety Company, died September 12.

Brown, Josiah T., life agent in New York, died at Bogota, N. J., April 22, aged 65.

Brown, Myron, general agent at St. Paul, died at Minneapolis, Minn., suddenly, June 27.

Burgess, James M., Boston agent of the Home Life of New York, died at Brookline, Mass., of heart disease, May 29, aged 64.

Burns, George W., special agent of the Ætna Life in California, died July 11, aged 62.

Chase, Isaac B., secretary of the Fall River Manufacturers Mutual of Fall River, Mass., died of paralysis, October 17, aged 65.

Chubb, Thomas C., marine adjuster and agent, New York, died of apoplexy, August 10, aged 52.

Churchyard, Joseph, president of the Union Fire of Buffalo, N. Y., died October 8, aged 56.

Clarke, George C., general fire agent at Chicago, died in Florida, April 6, aged 49.

Clement, Edward C., New York fire broker, died at Irvington, N. J., of heart disease, August 9, aged 48.

Coale, George B., fire agent at Baltimore and president of the Merchants Mutual of Baltimore, died March 5.

Comer, George N., fire agent at Boston, Mass., died at Brookline, Mass., July 19.

Conner, William, president of the Farmers Mutual of Exeter, N. H., died in April, aged 80.

Cornell, William B., manager of the western department of the North British and Mercantile, died at Chicago, of heart disease, October 3, aged 50.

Coughlan, Thomas W., fire agent in Brooklyn, N. Y., died at Flushing, L. I., September 29, aged 60.

Craig, Thomas J., vice-president of the Allemannia of Pittsburgh, died January 10, aged 56.

Crane, Wesley C., fire agent at Boston, Mass., died at Somerville, Mass., of Bright's disease, November 5, aged 53.

Danforth, Joseph L., president of the Louisville Board of Underwriters, died of Bright's disease, October 29, aged 67.

Davis, James, inspector of buildings for the New York Board of Fire Underwriters, died on Staten Island, N. Y., December 2, aged 59.

Dorr, Horatio, ex-secretary of the Atlantic Fire of Brooklyn, died February 15, aged 75.

Elliott, John A., ex-president of the State of Des Moines, died suddenly, September 27.

Fisher, Edmund C., president of the late Anchor Life of New York, died in Brooklyn of pyemia, May 23.

Gatewood, Asa B., fire agent at Cincinnati, O., died at Milwaukee, Wis., May 28.

Gault, Matthew H., for thirty five years the representative of the Mutual Life in Canada, died in Montreal, June 1.

Giroux, Hubert, president of the Lafayette Fire of Brooklyn, died April 15, aged 66.

Gloniger, John R., vice-president of the City of Pittsburgh, killed by a railroad accident near Bessemer, Pa., November 1.

Gray, Peter, actuary and insurance author, died in England, January 16, aged 80.

Griffen, Henry E., fire agent at Oakland, Cal., died November 9.

Grubb, William C., of Grubb, Paxton & Co., fire agents at Indianapolis, Ind., died June 8, aged 59.

Holley, Edgar E., secretary of the Globe Fire of New York, died in New York, of heart disease, December 31, 1886, aged 65.

Hamilton, John Rae, formerly Pacific Coast manager for the Commercial Union of London, died at Guelph, Ont., April 25, aged 47.

Hatch, William E. special agent of the Fire Insurance Association of London, died of rheumatic fever, April 29.

Hastings, Watson B., agent at Cambridge, Mass., died January 1, of apoplexy, at Boston, aged 58.

Hedden, Edward, president of the New Jersey Plate Glass of Newark, N. J., died December 9.

Hopper, Samuel W. T., fire agent at Baltimore, Md., died May 8, aged 65.
Howard, Mark, president of the National Fire of Hartford, died January 24, aged 70.
Hunt, E. Marion, president of the German-American of New Orleans, died April 12.
Hunt, Jonathan, general fire agent in San Francisco, died at Oakland, Cal., July 4, aged 84.
Hurlbut, Richard W., fire broker in New York, died at Nyack, N. Y., September 27, aged 60.
Ivers, Richard, vice-president of the State Investment Insurance Company of San Francisco, Cal., died May 28.
Jones, Thomas B., president of the Nassau Fire of Brooklyn, died at Northport, L. I., of paralysis, September 4, aged 68.
Keeler, Theodore, fire adjuster of New York, died of paralysis, January 6, aged 70.
Kramer, Florence, life agent at Pittsburgh, Pa., killed by a railroad accident in June.
Lamb, Thomas, formerly president of the old Washington (Fire) of Boston, died October 28, aged 91.
Lauve, N. O., president of the Association of Fire Underwriters of Texas, died at Austin, Tex., of Bright's disease, May 6.
Libby, Frank W., fire agent at Portland, Me., died at Pine Point, Me., August 18.
Lott, James R., ex-president of the Mechanics and Traders Fire of New York, died at Brooklyn, N. Y., January 30, aged 66.
McDougall, Duncan, ex-president of the Commerce Fire of New York, and insurance broker, died in New York, September 24, aged 74.
Mears, P. H., fire general agent, died at Kansas City, Mo., of pleuro-pneumonia, July 16, aged 37.
Mersereau, John W., ex-president of the Hope Fire of New York, died July 10, aged 80.
Mitchell, Alexander, president of the Northwestern National Fire of Milwaukee, died in New York, April 19, aged 70.
Milton, M. Scott, fire agent at Louisville, Ky., died June 4.
Norris, Richard, special agent of the Commercial Union of London, died at Baltimore, Md., of typhoid fever, January 6.
Olmstead, Edwards K., editor of the insurance department of the New York *Journal of Commerce*, died at Lakewood, N. J., of pneumonia, October 7.
Ortman, John H., president of the Birmingham Fire of Pittsburgh, died April 14.
Peck, Eleazer A., of Peck & Hillman, agents, Troy, N. Y., died March 26.
Pellet, Oakley B., of Pellet & Hunter, fire agents at Chicago, died of inflammation of the bowels, January 14.
Perkins, William, president of the China Mutual of Boston, died at Boston, Mass., July 12, aged 83.
Pragst, Ernst, president of the Peoples of New Orleans, died June 22, aged 51.
Preston, Egbert C., secretary of the Michigan Fire and Marine of Detroit, died suddenly, on a railroad train in Michigan, Oct. 18, aged 53.
Provost, Charles M., of Provost & Herring, fire agents of Philadelphia, died November 5, aged 69.
Rankin, James M., formerly president of the Fulton Fire of New York, and afterwards U. S. branch manager of the Scottish Commercial of Glasgow, died of typhoid fever, October 20, aged 68.
Rice, Edward F., western adjuster of the Ætna of Hartford, died February 8, aged 42.
Richard, Elias, agent at Weymouth, Mass., died in September, aged 85.
Ridgway, Thomas, president of the Girard Life Insurance Annuity and Trust Company of Philadelphia, died March 7, aged 90.
Rolin, William A., vice-president of the United Firemens of Philadelphia, died April 4, aged 65.
Shaw, G. S. adjuster for the Continental of New York, died at St. Johnsbury, Vt., by suicide, October 3, aged 67.
Smith, Daniel Drake, president of the Commercial Mutual (marine) of New York, died at Englewood, N. J., of heart disease, February 8, aged 69.
Smith, Lemuel D., fire agent at Boston, Mass., died at Aiken, S. C., of consumption, November 12, aged 65.
Smyth, John F., ex-superintendent of the New York insurance department, died at Albany, N. Y., of Bright's disease, June 30, aged 62.
Spoehr, J. W., secretary of the Louisville-Germania, died April 20.
Starkweather, James O., fire agent at Providence, R. I., died August 5, aged 64.
Stillman, Otis, fire agent at Dunkirk, N. Y., died in Florida, December 17, aged 76.
Stokes, Henry, ex-president of the Manhattan Life of New York, died of the infirmities of old age, February 11, aged 81.
Stryker, James M., life agent at Chicago, Ill., died of chronic bronchitis, April 9, aged 68.
Sweetser, Isaac, president of the Washington Fire and Marine of Boston, died at Lynn, Mass., August 15, aged 75.
Tarbox, John K., insurance commissioner of Massachusetts, died at Boston, of Bright's disease, May 28, aged 49.
Taylor, John H., secretary of the Metropolitan Plate Glass of New York, died in Brooklyn, August 31, aged 40.
Thomas, George P., president of the Maryland Life of Baltimore, died November —, aged 60.
Thompson, John M., fire agent at Denver, Col., died at Santa Barbara, of typhoid fever, October 21.
Weinnett, F. D., secretary of the German Fire of Peoria, Ill., killed in the Chatsworth railroad disaster, August 10.
Welch, Hiram, marine underwriter at Bath, Me., died of paralysis, September 17, aged 52.
Wesson, Andrew, president of the late Croton Fire of New York, died at New London, Conn., of paralysis, July 17, aged 81.
Westgate, Harry H., of Westgate & Johnson, fire brokers at Boston, died at Melrose, Mass., October 27.
Wilmshurst Zavarr, one of the editors and proprietors of the *Insurance Times*, died at Brooklyn, of a congestive chill, January 27, aged 63.
Young, William, fire agent at Cincinnati, O., died October 17.

Special Notices.

FIRE INSURANCE SOLICITORS AND AGENTS in New York city and vicinity having opportunities for placing Life insurance will benefit themselves and their patrons by communicating with OTTO J. SEELAUS,
Room 294, Stewart Building
New York City.

"NO PASSING ROUND THE HAT!" All who want life insurance at cost, paying assessments based on the actual Mortality experience of the "Old Line" companies, quarterly in advance, should apply to the Home Provident Safety Fund Association of New York, Office 89 Liberty Street.

T. J. TEMPLE & CO.,
Agents Buffalo-German, German and Citizens of Pittsburgh, New Hampshire of N. H., Mechanics and Traders, Sun Mutual, and Factors and Traders of New Orleans, and Meriden, of Conn. 155 Broadway, New York,

Niagara Fire Insurance Company,

No. 135 BROADWAY, NEW YORK.

Capital	$500 000 00
Outstanding Liabilities	183,919 00
Re-insurance Reserve	1,087,221 00
Net Surplus	489,340 00
Totals Assets January 1, 1887	$2,260,480 00

All policies of this Company are now issued under the New York Safety Fund Law.

PETER NOTMAN, Prest. THOMAS F. GOODRICH, Vice-Prest.
WEST. POLLOCK, Secy. GEO. C. HOWE, Asst. Secy.

CHARTERED 1880. ORGANIZED 1881.

New England Fire Insurance Co.

OF RUTLAND, VT.

L. W. REDINGTON, Pres. C. PARMENTER, Sec.

The only Stock Fire Insurance Company in Vermont.

The American Fire Insurance Co.,

PHILADELPHIA, JANUARY 1, 1887.

TOTAL ASSETS	$2,301,859
Cash Capital	500 000
Reserve for Re-insurance, Unadjusted Losses and all Claims	1,748,984
Surplus	552,874

THOMAS H. MONTGOMERY, President. RICHARD MARIS, Secretary.

DIRECTORS —Thomas H. Montgomery, John Welsh, John T. Lewis, Israel Morris, William W. Paul, P. S. Hutchinson, Alexander Biddle, Charles P. Perot, Joseph E. Gillingham.

If Life Insurance Agents want an A 1 contract, with full general agent's renewal interest, direct from the HOME LIFE INSURANCE COMPANY, with exclusive control of good territory, in the Northwest or Western States, they will at once address,

EDGAR H KELLOGG, Superintendent,

CHICAGO, ILL.

The Mutual Benefit Life Ins. Co.,

NEWARK, N. J.

AMZI DODD - - - President.

Assets (Market Values). January 1, 1887	$40,826,264 15
Liabilities (4 per cent. Reserve)	37,374,409 21
Sur lus	2,851,454 94
Surplus (New York Standard)	5,512,129 31

POLICIES ABSOLUTELY NON - FORFEITABLE AFTER SECOND YEAR.

In case of lapse the policy is *continued in force* as long as its value will pay for; or, if preferred, a paid-up policy for its full value is issued in exchange.

After the second year policies are *incontestable*, except as against intentional fraud; *and all restrictions as to residence, travel or occupation are removed.*

Cash loans are made to the extent of 50 per cent. of the reserve value, where valid assignments of the policies can be made as collateral security.

Losses paid immediately upon completion and approval of proofs.

ESTABLISHED 1872.

THE

ACCIDENT

INSURANCE COMPANY OF NORTH AMERICA

MONTREAL.

SIR A. T. GALT, G. C. M. C. President.

EDW. RAWLINGS, Managing Director.

ACCIDENT BUSINESS ONLY.

OFFICE, TRINITY BUILDING, NEW YORK CITY.

Germania Fire Insurance Co.,

179 BROADWAY, NEW YORK.

ORGANIZED 1859.

STATEMENT JULY 1, 1887.

Cash Capital	$1,000,000 00
Reserve for Re-Insurance	810,083 84
Reserve for Losses under adjustment	74,197 41
Net Surplus	689,567 35
	$2,573,851 09

RUDOLPH GARRIGUE, Pres. HUGO SCHUMANN, Vice-Pres. and Sec'y

City of London Fire Insurance Co.,

LIMITED,

OF LONDON, ENGLAND.

UNITED STATES OFFICES.

20 KILBY STREET, - - - - BOSTON, MASS

JOHN C. PAIGE, RESIDENT MANAGER.

EDWIN A SIMONDS, 153 La Salle Street, Chicago, Ill., General Agent for the Western States.

Connecticut Fire Insurance Co.,

OF HARTFORD, CONN.

INCORPORATED 1850. CHARTER PERPETUAL.

SEVENTY-THIRD FINANCIAL STATEMENT, JANUARY 1, 1887.

Cash Capital	$1,000,000 00
Outstanding Claims	93,252 32
Re insurance Reserve	611,619 08
Net Surplus	424,870 54
Total Assets	$2,129,741 94

J. D. BROWNE, - - - President.

L. W. CLARKE, Ass't Sec'y. CHARLES R. BURT, Sec'y.

THE

Anglo-Nevada Assurance Corporation,

OF SAN FRANCISCO.

MILLS & FORD, - 33 PINE STREET, NEW YORK.

Cash Capital	$2,000,000 00
Cash Assets January 1, 1887	2,249,508 16
Total Liabilities	215,952 30
Surplus as regards policy-holders	2,033,555 86

Providence-Washington Ins. Co.

PROVIDENCE, R. I.

STATEMENT JANUARY 1, 1887.

CASH CAPITAL	$400,000 00
ASSETS	1,025,803 91
LIABILITIES—Re-insurance Reserve	416,638 08
Other claims against company	95,483 73
Cash Capital	400,000 00
Net Surplus	113,677 17
	$1,025,803 91

Manager Western Dep't, Holger De Roode, Chicago. General Agents for Colorado, Nebraska, Wyoming and New Mexico, Packard & Wilson, Denver

The Prudential Insurance Co.

OF AMERICA.

NEWARK, N. J.

Assets over	$1,400,000
Income over	2,000,000

370,358 New Policies issued during 1886.

It has already issued over 1,500,000 policies and paid nearly Two Million Dollars in claims.

JOHN F. DRYDEN, President. LESLIE D. WARD, Vice-President.
EDGAR B. WARD, Counsel EDWARD S. JOHNSON, Secretary.

1826. THE 1887.

Pennsylvania Fire Insurance Co.,

OF PHILADELPHIA.

Cash Capital	$400,000 00
Re-insurance and all Liabilities	1,083,453 52
Surplus	1,223,426 40
Total January 1, 1887	$2,710,884 92

JOHN DEVEREUX, President. JOHN L. THOMSON, Secretary.
R. DALE BENSON Vice-Pres't. W. GARDNER CROWELL, Asst. Sec'y.

1845. PROTECTION AND PROFIT. 1887.

TWO THINGS MOST DESIRABLE IN LIFE INSURANCE ARE: { 1st—The Certainty of Protection to a Man's Family in case of his Early Death; and 2d—The Certainty of Profit to himself if he Lives to Old Age,

THESE ARE COMBINED IN THE "TONTINE AND FIVE-YEAR DIVIDEND POLICIES" OF THE

New York Life Insurance Company,

346 AND 348 BROADWAY, NEW YORK.

Life Insurance Agents and others are invited to apply for detailed explanations of these plans.

COMPANY PURELY MUTUAL.

Cash Assets, over	$75,000,000
Surplus, N. Y. Standard, over	15,000,000
Annual Income, over	19,000,000

The Massachusetts Mutual Life Insurance Company,

SPRINGFIELD. MASS.

INCORPORATED 1851. PURELY MUTUAL

M. V. B. EDGERLY, President, - - JOHN A. HALL, Secretary
HENRY S. LEE, Vice-President, - - OSCAR B. IRELAND, Actuary.

Assets	$8,554,065 32
Liabilities	7,897,300 96

ANNUAL DIVIDENDS ON THE CONTRIBUTION PLAN.

Policies issued under the provisions of the new Massachusetts non-forfeiture law give definite paid-up and cash values which are much more liberal than those heretofore offered by any company.

Ætna Life Insurance Company,

OF HARTFORD, CONN.

Assets January 1, 1887	$31,545,930 77
Total Liabilities	26,196,060 41
Surplus by Conn. and Mass. standard	5,349,870 36
Surplus by standard of New York	6,800,000 00
Policies in force January 1, 1887, 63,293, insuring	92,262,969 44
Policies issued in 1886, 6,728, insuring	13,027,993 00

MORGAN G. BULKELEY, President. J. C. WEBSTER, Vice-President.

J. L. ENGLISH, Secretary. H. W. ST. JOHN, Actuary.

GURDON W. RUSSELL, M. D., Consulting Physician.

Insurance Co. of North America,

232 WALNUT STREET, PHILADELPHIA.

Assets, January 1, 1887. - - - - - - $8,474,351 88

LIABILITIES—Reserved for re-insurance and all other claims	$2,944,022 52
Capital Stock	3,000,000 00
Surplus over all liabilities	2,530,329 36
	$8,474,351 88

Agents in all the principal towns and cities.

CHARLES PLATT, - - - - - - - President.
G. CHARLTON HENRY, Vice-Pres't. WM. PLATT, 2d Vice-Prest.
GREVILLE E. FRYER, Secretary. EUGENE L. ELLISON, Ass't Sec'y
Offices in New York: Fire, 6 Pine St.; Marine. 16 & 18 Exchange Place.

"The Leading Industrial Insurance Company of America."

CANVASSERS WANTED
In all the principal cities of the New England, Middle & Western States by the

Metropolitan Life Insurance Co.

OF NEW YORK.

For its Plan of Industrial Insurance.

This plan embraces all the members of a family, male and female, between ages 1 and 70. Premiums from 5 to 60 cents per week. Claims paid immediately at death. Dues collected weekly from the homes of members. Benefits range from $14 to $1,000 and upwards.

The assets of the company amount to Three Millions of Dollars, and its surplus, Seven Hundred and Fifty Thousand.

All needed explanations will be furnished upon application to the company's superintendents in any of the principal cities, or to the Home Office in New York.

JOSEPH F. KNAPP, President. JOHN R. HEGEMAN, Vice-Pres.
STEWART L. WOODFORD, Counsel.

The Manhattan Life Insurance Co.,

OF NEW YORK.

Nos. 156 and 158 BROADWAY.

Has accumulated assets of over $11,000,000, with surplus of $2,300,000 by New York Standard.

"I MUST DIE TO WIN."—This is a common expression, used frequently in connection with life insurance as an objection to the ordinary life plan. "It is an excellent form of provision for the family, but I must die to win." BUT YOU MAY LIVE AND WIN.—This refers to the Endowment plan, which meets the above objection. Take, for instance a policy payable to to yourself 10, 15 or 20 years hence. If you die before the termination of the period, *your family wins.* If you survive the period, the policy becomes at once a provision for your own advancing years. *You have lived and won.*

The "Manhattan's" new plan meets the want. It retains the advantage of the endowment feature while reducing the net cost of Life insurance under the contract to almost nothing For an example of the operation of this plan, address the Company, giving your age, and a statement will be sent you.

ORGANIZED IN 1850.

President, - - - JAMES M. McLEAN.
First Vice-Pres., J. L. HALSEY, Second Vice-Pres., H. B. STOKES,
Secretary, H. Y. WEMPLE. Actuary, S. N. STEBBINS.

Continental Insurance Company,

100 BROADWAY, NEW YORK.

Reserve for re-insurance (of which for Inland Marine $32,950 00)	$2,383,800 53
Reserve for Commissions, Taxes, &c	30,000 00
" for losses and all other claims	451,323 82
Capital paid in in cash	1,000,000 00
Net Surplus	1,374,856 93
Total cash assets, Jan. 1, 1887	$5,239,981 28

This Company conducts its business under the restrictions of the New York Safety Fund Law. The two Safety Funds together equal $1,200,000.

H. H. LAMPORT, President F. C. MOORE, Vice-President.
B. C. TOWNSEND, Sec'y Agency Dep't. CYRUS PECK, 2d Vice-Pres. & Sec'y.
A. M. KIRBY, Sec Local Dep't. C. H. DUTCHER, Sec. Brooklyn N.Y.

THE

Connecticut Mutual Life Insurance Co.

OF HARTFORD, CONN.

IN 1886.

It received from policy-holders, $4,464,543.67, and from interest, etc., $2,960,462.95; total, $7,425,006.62. It paid to policy-holders for claims, dividends, etc., $5,285,000.64. Its expenses were $70,264.29 less than in 1885; its death losses were $229,641 less than in 1885, and its per cent. of dividends to policy-holders was greater.

ITS ASSSETS, JANUARY 1, 1887, WERE:

Loans upon real estate, first lien	$29,445,320 17
Cost of real estate owned	10,311,817 86
Cost of bond and stocks	10,250,650.00
Cash in banks	1,413,982.12
Premium notes and all other assets	4,280,723.79
Total of	$55,702,493 94

an increase during the year of $1,318,843.99. Its surplus on that day was $5,059,106.40, an increase of $501,128.49.

FROM 1846 TO 1887

It paid its policy-holders	$123,362,835.51
And it now holds for their protection	55,702,493.94
A total of	$179,065,329.45
While it received from them only	146,565,286.58
A difference of	$32,500,042.87

which it has gained from interest, rents, etc., after paying all expenses and taxes.

Its expenses have been but 8.36 per cent. of its income. It pays for claims by death and endowment over $10,000 daily. Send for 41st Annual Report, with full information.

Ætna Insurance Company,

HARTFORD, CONN.

Incorporated 1819. Charter Perpetual.

Losses Paid in Sixty-eight Years, $60,180,000.

January 1, 1887.

Cash Capital	$4,000,000 00
Reserve for Re-insurance, [Fire]	1,797,495 06
Reserve for Re-insurance [Inland]	10,692 15
Reserve for Unpaid Losses, [Fire]	206,153 50
Reserve for Unpaid Losses, [Inland]	44,844 82
Other Claims	59,432 66
Net Surplus	3,450,221 37
Total Assets	$9,568,839 56

L. J. HENDEE, President.

WM. B. CLARK, Asst. Secretary J. GOODNOW, Secretary.

Phœnix Mutual LifeInsurance Co.,

OF HARTFORD, CONN.

ORGANIZED IN 1851.

Assets, January 1, 1887	$10,500,991 16
Paid Policy-holders in 1886	1,023,773 59

Total Paid Policy-holders in thirty-five years over

—— $26,000,000 00 ——

ACTIVE AND INTELLIGENT MEN WANTED AS AGENTS

with whom liberal terms will be made. The attention of experienced agents is particularly invited to our plans.

Endowments at 80 at Life Rates. Life, Endowment and Annuity Policies (copyrighted) with value options at 65, and indorsed guaranteed cash values at stated periods. Stated paid up Insurance values after three years; Non-forfeitable and incontestable. Losses payable in thirty days.

A. C. GOODMAN, President. J. B. BUNCE, Vice-President.
J. M. HOLCOMBE, Secretary.

Union Mutual Life Insurance Co.

PORTLAND, MAINE.

JOHN E. DE WITT, - President.

Active, energetic agents will find it for their interests to correspond with this company. Liberal terms and good territory will be given to successful men.

The company is easy to work. Its policy is the most liberal now offered to the public, being incontestable, unrestricted in respect to travel, residence and occupation and non-forfeitable, after three years.

It pays its losses promptly, deals liberally with its members, issues variety of policies suited to the different circumstances of insurers, is strong, reliable and popular.

Assets, December, 31, 1886	$6,124,716 82
Surplus, (New York Standard)	701,270 98
Total Amount paid to Policy-holders to December 31, 1886	22,334,971 57

ARTHUR L. BATES, - - - - - Secretary.
J. FRANK LANG, - - - - - Asst. Secretary.
HON. JOSIAH H. DRUMMOND, - - - Counsel.
THOMAS A. FOSTER, M.D., - - - Medical Director.

THE

Hartford Fire Insurance Company,

Capital Stock	$1,250,000
Assets, Jan. 1, 1887	5,055,946
Re-insurance Reserve	1,764,932
Policy-holders' Surplus	1,789,987
Surplus over all	3,039,987

WESTERN DEPARTMENT, Chicago, Illinois.

G. F. BISSELL, Manager. P. P. HEYWOOD, Assistant Manager

PACIFIC DEPARTMENT.

BELDEN & COFRAN, Managers, - - San Francisco.

GENERAL AGENTS AND ADJUSTERS.

Eastern and Middle States, - - JAS. H. LEIGHTON.

Southern States, - THOMAS EGGLESTON.

AGENCIES in all prominent localities throughout the United States and Canada.

GEO. L. CHASE, President. P. C. ROYCE, Secretary.
THOMAS TURNBULL, Assistant Secretary.

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